

Modification of a Previously Approved Plan Checklist

✓ **Edwards Aquifer Application Cover Page (TCEQ-20705)**

✓ **General Information Form (TCEQ-0587)**

Attachment A - Road Map

Attachment B - USGS / Edwards Recharge Zone Map

Attachment C - Project Description

NA ✓ **Geologic Assessment Form (TCEQ-0585)**

Attachment A - Geologic Assessment Table, TCEQ-0585-Table

Comments to the Geologic Assessment Table

Attachment B - Soil Profile and Narrative of Soil Units

Attachment C - Stratigraphic Column

Attachment D - Narrative of Site Specific Geology

Site Geologic Map(s)

Table or list for the position of features' latitude/longitude (if mapped using GPS)

✓ **Modification of a Previously Approved Plan (TCEQ-0590)**

ATTACHMENT A - Original Approval Letter and Approved Modification Letters

ATTACHMENT B - Narrative of Proposed Modification

ATTACHMENT C - Current Site Plan of the Approved Project

✓ **Application Form (appropriate for the modification):**

✓ Aboveground Storage Tank Facility Plan (TCEQ-0575)

Organized Sewage Collection System Application (TCEQ-0582)

Underground Storage Tank Facility Plan (TCEQ-0583)

Water Pollution Abatement Plan Application (TCEQ-0584)

Lift Station / Force Main System Application (TCEQ-0624)

NA ✓ **Temporary Stormwater Section (TCEQ-0602), if necessary**

Attachment A - Spill Response Actions

Attachment B - Potential Sources of Contamination

Attachment C - Sequence of Major Activities

Attachment D - Temporary Best Management Practices and Measures

Attachment E - Request to Temporarily Seal a Feature, if sealing a feature

Attachment F - Structural Practices

Attachment G - Drainage Area Map

Attachment H - Temporary Sediment Pond(s) Plans and Calculations

Attachment I - Inspection and Maintenance for BMPs

Attachment J - Schedule of Interim and Permanent Soil Stabilization Practices

NA

Permanent Stormwater Section (TCEQ-0600), if necessary

Attachment A - 20% or Less Impervious Cover Declaration, if project is multi-family residential, a school, or a small business and 20% or less impervious cover is proposed for the site

Attachment B - BMPs for Upgradient Stormwater

Attachment C - BMPs for On-site Stormwater

Attachment D - BMPs for Surface Streams

Attachment E - Request to Seal Features, if sealing a feature

Attachment F - Construction Plans

Attachment G - Inspection, Maintenance, Repair and Retrofit Plan

Attachment H - Pilot-Scale Field Testing Plan, if BMPs not based on Complying with the Edwards Aquifer Rules: Technical Guidance for BMPs

Attachment I - Measures for Minimizing Surface Stream Contamination

- ✓ **Agent Authorization Form (TCEQ-0599), if application submitted by agent**
- ✓ **Application Fee Form (TCEQ-0574)**
- ✓ **Check Payable to the "Texas Commission on Environmental Quality"**
- ✓ **Core Data Form (TCEQ-10400)**

Aboveground Storage Tank Facility Plan Checklist

✓ **Edwards Aquifer Application Cover Page (TCEQ-20705)**

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Site Geologic Map(s)

Table or list for the position of features' latitude/longitude (if mapped using GPS)

✓

– **Aboveground Storage Tank Facility Plan (TCEQ-0575)**

Attachment A - Alternative Methods of Secondary Containment

Attachment B - Scaled Drawing(s) of Containment Structure

Attachment C - Exception to the Geologic Assessment (if requesting an exception)

Attachment D - Spill and Overfill Control

Attachment E - Response Actions to Spills

Site Plan

NA

– **Temporary Stormwater Section (TCEQ-0602)**

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Edwards Aquifer Application Cover Page

Texas Commission on Environmental Quality

Edwards Aquifer Application Cover Page

Our Review of Your Application

The Edwards Aquifer Program staff conducts an administrative and technical review of all applications. The turnaround time for administrative review can be up to 30 days as outlined in 30 TAC 213.4(e). Generally administrative completeness is determined during the intake meeting or within a few days of receipt. The turnaround time for technical review of an administratively complete Edwards Aquifer application is 90 days as outlined in 30 TAC 213.4(e). Please know that the review and approval time is directly impacted by the quality and completeness of the initial application that is received. In order to conduct a timely review, it is imperative that the information provided in an Edwards Aquifer application include final plans, be accurate, complete, and in compliance with 30 TAC 213.

Administrative Review

1. Edwards Aquifer applications must be deemed administratively complete before a technical review can begin. To be considered administratively complete, the application must contain completed forms and attachments, provide the requested information, and meet all the site plan requirements. The submitted application and plan sheets should be final plans. Please submit one full-size set of plan sheets with the original application, and half-size sets with the additional copies.

To ensure that all applicable documents are included in the application, the program has developed tools to guide you and web pages to provide all forms, checklists, and guidance. Please visit the below website for assistance: <http://www.tceq.texas.gov/field/eapp>.

2. This Edwards Aquifer Application Cover Page form (certified by the applicant or agent) must be included in the application and brought to the administrative review meeting.
3. Administrative reviews are scheduled with program staff who will conduct the review. Applicants or their authorized agent should call the appropriate regional office, according to the county in which the project is located, to schedule a review. The average meeting time is one hour.
4. In the meeting, the application is examined for administrative completeness. Deficiencies will be noted by staff and emailed or faxed to the applicant and authorized agent at the end of the meeting, or shortly after. Administrative deficiencies will cause the application to be deemed incomplete and returned.

An appointment should be made to resubmit the application. The application is re-examined to ensure all deficiencies are resolved. The application will only be deemed administratively complete when all administrative deficiencies are addressed.

5. If an application is received by mail, courier service, or otherwise submitted without a review meeting, the administrative review will be conducted within 30 days. The applicant and agent will be contacted with the results of the administrative review. If the application is found to be administratively incomplete, it can be retrieved from the regional office or returned by regular mail. If returned by mail, the regional office may require arrangements for return shipping.
6. If the geologic assessment was completed before October 1, 2004 and the site contains "possibly sensitive" features, the assessment must be updated in accordance with the *Instructions to Geologists* (TCEQ-0585 Instructions).

Technical Review

1. When an application is deemed administratively complete, the technical review period begins. The regional office will distribute copies of the application to the identified affected city, county, and groundwater conservation district whose jurisdiction includes the subject site. These entities and the public have 30 days to provide comments on the application to the regional office. All comments received are reviewed by TCEQ.
2. A site assessment is usually conducted as part of the technical review, to evaluate the geologic assessment and observe existing site conditions. The site must be accessible to our staff. The site boundaries should be

clearly marked, features identified in the geologic assessment should be flagged, roadways marked and the alignment of the Sewage Collection System and manholes should be staked at the time the application is submitted. If the site is not marked the application may be returned.

3. We evaluate the application for technical completeness and contact the applicant and agent via Notice of Deficiency (NOD) to request additional information and identify technical deficiencies. There are two deficiency response periods available to the applicant. There are 14 days to resolve deficiencies noted in the first NOD. If a second NOD is issued, there is an additional 14 days to resolve deficiencies. If the response to the second notice is not received, is incomplete or inadequate, or provides new information that is incomplete or inadequate, the application must be withdrawn or will be denied. Please note that because the technical review is underway, whether the application is withdrawn or denied **the application fee will be forfeited**.
4. The program has 90 calendar days to complete the technical review of the application. If the application is technically adequate, such that it complies with the Edwards Aquifer rules, and is protective of the Edwards Aquifer during and after construction, an approval letter will be issued. Construction or other regulated activity may not begin until an approval is issued.

Mid-Review Modifications

It is important to have final site plans prior to beginning the permitting process with TCEQ to avoid delays.

Occasionally, circumstances arise where you may have significant design and/or site plan changes after your Edwards Aquifer application has been deemed administratively complete by TCEQ. This is considered a "Mid-Review Modification". Mid-Review Modifications may require redistribution of an application that includes the proposed modifications for public comment.

If you are proposing a Mid-Review Modification, two options are available:

- If the technical review has begun your application can be denied/withdrawn, your fees will be forfeited, and the plan will have to be resubmitted.
- TCEQ can continue the technical review of the application as it was submitted, and a modification application can be submitted at a later time.

If the application is denied/withdrawn, the resubmitted application will be subject to the administrative and technical review processes and will be treated as a new application. The application will be redistributed to the affected jurisdictions.

Please contact the regional office if you have questions. If your project is located in Williamson, Travis, or Hays County, contact TCEQ's Austin Regional Office at 512-339-2929. If your project is in Comal, Bexar, Medina, Uvalde, or Kinney County, contact TCEQ's San Antonio Regional Office at 210-490-3096

Please fill out all required fields below and submit with your application.

1. Regulated Entity Name: Austin Advanced Technology Center					2. Regulated Entity No.: RN102761855				
3. Customer Name: Accenture, LLP					4. Customer No.: CN603102930				
5. Project Type: (Please circle/check one)	New		Modification			Extension		Exception	
6. Plan Type: (Please circle/check one)	WPAP	CZP	SCS	UST	AST	EXP	EXT	Technical Clarification	Optional Enhanced Measures
7. Land Use: (Please circle/check one)	Residential		Non-residential			8. Site (acres):		18.6 total	
9. Application Fee:	\$650.00		10. Permanent BMP(s):				Previously approved		
11. SCS (Linear Ft.):	NA		12. AST/UST (No. Tanks):				1-AST		
13. County:	Travis		14. Watershed:				Williamson Creek		

Application Distribution

Instructions: Use the table below to determine the number of applications required. One original and one copy of the application, plus additional copies (as needed) for each affected incorporated city, county, and groundwater conservation district are required. Linear projects or large projects, which cross into multiple jurisdictions, can require additional copies. Refer to the "Texas Groundwater Conservation Districts within the EAPP Boundaries" map found at:

http://www.tceq.texas.gov/assets/public/compliance/field_ops/eapp/EAPP%20GWCD%20map.pdf

For more detailed boundaries, please contact the conservation district directly.

Austin Region			
County:	Hays	Travis	Williamson
Original (1 req.)	—	—	—
Region (1 req.)	—	—	—
County(ies)	—	—	—
Groundwater Conservation District(s)	<input type="checkbox"/> Edwards Aquifer Authority <input type="checkbox"/> Barton Springs/ Edwards Aquifer <input type="checkbox"/> Hays Trinity <input type="checkbox"/> Plum Creek	<input checked="" type="checkbox"/> Barton Springs/ Edwards Aquifer	NA
City(ies) Jurisdiction	<input type="checkbox"/> Austin <input type="checkbox"/> Buda <input type="checkbox"/> Dripping Springs <input type="checkbox"/> Kyle <input type="checkbox"/> Mountain City <input type="checkbox"/> San Marcos <input type="checkbox"/> Wimberley <input type="checkbox"/> Woodcreek	<input checked="" type="checkbox"/> Austin <input type="checkbox"/> Bee Cave <input type="checkbox"/> Pflugerville <input type="checkbox"/> Rollingwood <input type="checkbox"/> Round Rock <input type="checkbox"/> Sunset Valley <input type="checkbox"/> West Lake Hills	<input type="checkbox"/> Austin <input type="checkbox"/> Cedar Park <input type="checkbox"/> Florence <input type="checkbox"/> Georgetown <input type="checkbox"/> Jerrell <input type="checkbox"/> Leander <input type="checkbox"/> Liberty Hill <input type="checkbox"/> Pflugerville <input type="checkbox"/> Round Rock

San Antonio Region					
County:	Bexar	Comal	Kinney	Medina	Uvalde
Original (1 req.)	—	—	—	—	—
Region (1 req.)	—	—	—	—	—
County(ies)	—	—	—	—	—
Groundwater Conservation District(s)	<input type="checkbox"/> Edwards Aquifer Authority <input type="checkbox"/> Trinity-Glen Rose	<input type="checkbox"/> Edwards Aquifer Authority	<input type="checkbox"/> Kinney	<input type="checkbox"/> EAA <input type="checkbox"/> Medina	<input type="checkbox"/> EAA <input type="checkbox"/> Uvalde
City(ies) Jurisdiction	<input type="checkbox"/> Castle Hills <input type="checkbox"/> Fair Oaks Ranch <input type="checkbox"/> Helotes <input type="checkbox"/> Hill Country Village <input type="checkbox"/> Hollywood Park <input type="checkbox"/> San Antonio (SAWS) <input type="checkbox"/> Shavano Park	<input type="checkbox"/> Bulverde <input type="checkbox"/> Fair Oaks Ranch <input type="checkbox"/> Garden Ridge <input type="checkbox"/> New Braunfels <input type="checkbox"/> Schertz	NA	<input type="checkbox"/> San Antonio ETJ (SAWS)	NA

I certify that to the best of my knowledge, that the application is complete and accurate. This application is hereby submitted to TCEQ for administrative review and technical review.

Chad M. Copeland

Print Name of Customer/Authorized Agent



Signature of Customer/Authorized Agent

1/30/2019
Date

****FOR TCEQ INTERNAL USE ONLY****

Date(s) Reviewed:		Date Administratively Complete:	
Received From:		Correct Number of Copies:	
Received By:		Distribution Date:	
EAPP File Number:		Complex:	
Admin. Review(s) (No.):		No. AR Rounds:	
Delinquent Fees (Y/N):		Review Time Spent:	
Lat./Long. Verified:		SOS Customer Verification:	
Agent Authorization Complete/Notarized (Y/N):		Fee Check:	Payable to TCEQ (Y/N):
Core Data Form Complete (Y/N):			Signed (Y/N):
Core Data Form Incomplete Nos.:			Less than 90 days old (Y/N):

General Information Form
TCEQ-0587

General Information Form

Texas Commission on Environmental Quality

For Regulated Activities on the Edwards Aquifer Recharge and Transition Zones and Relating to 30 TAC §213.4(b) & §213.5(b)(2)(A), (B) Effective June 1, 1999

To ensure that the application is administratively complete, confirm that all fields in the form are complete, verify that all requested information is provided, consistently reference the same site and contact person in all forms in the application, and ensure forms are signed by the appropriate party.

Note: Including all the information requested in the form and attachments contributes to more streamlined technical reviews.

Signature

To the best of my knowledge, the responses to this form accurately reflect all information requested concerning the proposed regulated activities and methods to protect the Edwards Aquifer. This **General Information Form** is hereby submitted for TCEQ review. The application was prepared by:

Print Name of Customer/Agent: Chad M. Copeland

Date: 1/30/2019

Signature of Customer/Agent:



Project Information

1. Regulated Entity Name: Austin Advanced Technology Center
2. County: Travis
3. Stream Basin: Williamson Creek
4. Groundwater Conservation District (If applicable): Barton Springs/Edwards Aquifer CD
5. Edwards Aquifer Zone:
 - ☒ Recharge Zone
 - ☐ Transition Zone
6. Plan Type:

<input type="checkbox"/> WPAP	<input checked="" type="checkbox"/> AST
<input type="checkbox"/> SCS	<input type="checkbox"/> UST
<input checked="" type="checkbox"/> Modification	<input type="checkbox"/> Exception Request

7. Customer (Applicant):

Contact Person: Dennis Launarey

Entity: Accenture, LLP

Mailing Address: 1501 S. MoPac #300

City, State: Austin, Texas

Zip: 78746

Telephone: 512-217-2570

FAX: _____

Email Address: dennis.w.launarey@accenture.com

8. Agent/Representative (If any):

Contact Person: Chad M. Copeland, CAPM

Entity: Ranger Environmental Services, Inc.

Mailing Address: PO Box 201179

City, State: Austin, Texas

Zip: 78720

Telephone: 512-335-1785

FAX: 512-335-0527

Email Address: chad@rangerenv.com

9. Project Location:

- ☒ The project site is located inside the city limits of Austin.
- ☐ The project site is located outside the city limits but inside the ETJ (extra-territorial jurisdiction) of _____.
- ☐ The project site is not located within any city's limits or ETJ.

10. ☒ The location of the project site is described below. The description provides sufficient detail and clarity so that the TCEQ's Regional staff can easily locate the project and site boundaries for a field investigation.

The subject site is located at the Monterey Oaks Industrial Park located at 5700 S. MoPac, Austin, Texas Bldg. E.

11. ☒ **Attachment A – Road Map.** A road map showing directions to and the location of the project site is attached. The project location and site boundaries are clearly shown on the map.
12. ☒ **Attachment B - USGS / Edwards Recharge Zone Map.** A copy of the official 7 ½ minute USGS Quadrangle Map (Scale: 1" = 2000') of the Edwards Recharge Zone is attached. The map(s) clearly show:
- ☒ Project site boundaries.
 - ☒ USGS Quadrangle Name(s).
 - ☒ Boundaries of the Recharge Zone (and Transition Zone, if applicable).
 - ☒ Drainage path from the project site to the boundary of the Recharge Zone.
13. ☒ **The TCEQ must be able to inspect the project site or the application will be returned.** Sufficient survey staking is provided on the project to allow TCEQ regional staff to locate the boundaries and alignment of the regulated activities and the geologic or manmade features noted in the Geologic Assessment.

☐ Survey staking will be completed by this date: _____

14. ☒ **Attachment C – Project Description.** Attached at the end of this form is a detailed narrative description of the proposed project. The project description is consistent throughout the application and contains, at a minimum, the following details:

- ☒ Area of the site
- ☒ Offsite areas
- ☒ Impervious cover
- ☒ Permanent BMP(s)
- ☒ Proposed site use
- ☒ Site history
- ☒ Previous development
- ☐ Area(s) to be demolished

15. Existing project site conditions are noted below:

- ☒ Existing commercial site
- ☒ Existing industrial site
- ☐ Existing residential site
- ☒ Existing paved and/or unpaved roads
- ☐ Undeveloped (Cleared)
- ☐ Undeveloped (Undisturbed/Uncleared)
- ☐ Other: _____

Prohibited Activities

16. ☒ I am aware that the following activities are prohibited on the Recharge Zone and are not proposed for this project:

- (1) Waste disposal wells regulated under 30 TAC Chapter 331 of this title (relating to Underground Injection Control);
- (2) New feedlot/concentrated animal feeding operations, as defined in 30 TAC §213.3;
- (3) Land disposal of Class I wastes, as defined in 30 TAC §335.1;
- (4) The use of sewage holding tanks as parts of organized collection systems; and
- (5) New municipal solid waste landfill facilities required to meet and comply with Type I standards which are defined in §330.41(b), (c), and (d) of this title (relating to Types of Municipal Solid Waste Facilities).
- (6) New municipal and industrial wastewater discharges into or adjacent to water in the state that would create additional pollutant loading.

17. ☒ I am aware that the following activities are prohibited on the Transition Zone and are not proposed for this project:

- (1) Waste disposal wells regulated under 30 TAC Chapter 331 (relating to Underground Injection Control);

- (2) Land disposal of Class I wastes, as defined in 30 TAC §335.1; and
- (3) New municipal solid waste landfill facilities required to meet and comply with Type I standards which are defined in §330.41 (b), (c), and (d) of this title.

Administrative Information

18. The fee for the plan(s) is based on:

- ☐ For a Water Pollution Abatement Plan or Modification, the total acreage of the site where regulated activities will occur.
- ☐ For an Organized Sewage Collection System Plan or Modification, the total linear footage of all collection system lines.
- ☒ For a UST Facility Plan or Modification or an AST Facility Plan or Modification, the total number of tanks or piping systems.
- ☐ A request for an exception to any substantive portion of the regulations related to the protection of water quality.
- ☐ A request for an extension to a previously approved plan.

19. ☒ Application fees are due and payable at the time the application is filed. If the correct fee is not submitted, the TCEQ is not required to consider the application until the correct fee is submitted. Both the fee and the Edwards Aquifer Fee Form have been sent to the Commission's:

- ☐ TCEQ cashier
- ☒ Austin Regional Office (for projects in Hays, Travis, and Williamson Counties)
- ☐ San Antonio Regional Office (for projects in Bexar, Comal, Kinney, Medina, and Uvalde Counties)

20. ☒ Submit one (1) original and one (1) copy of the application, plus additional copies as needed for each affected incorporated city, groundwater conservation district, and county in which the project will be located. The TCEQ will distribute the additional copies to these jurisdictions. The copies must be submitted to the appropriate regional office.

21. ☒ No person shall commence any regulated activity until the Edwards Aquifer Protection Plan(s) for the activity has been filed with and approved by the Executive Director.

ATTACHMENT A

Road Map




5700 S MoPac Expy

Accenture

Write a description for your map.

Legend

 5700 S MoPac Expy




Google Earth

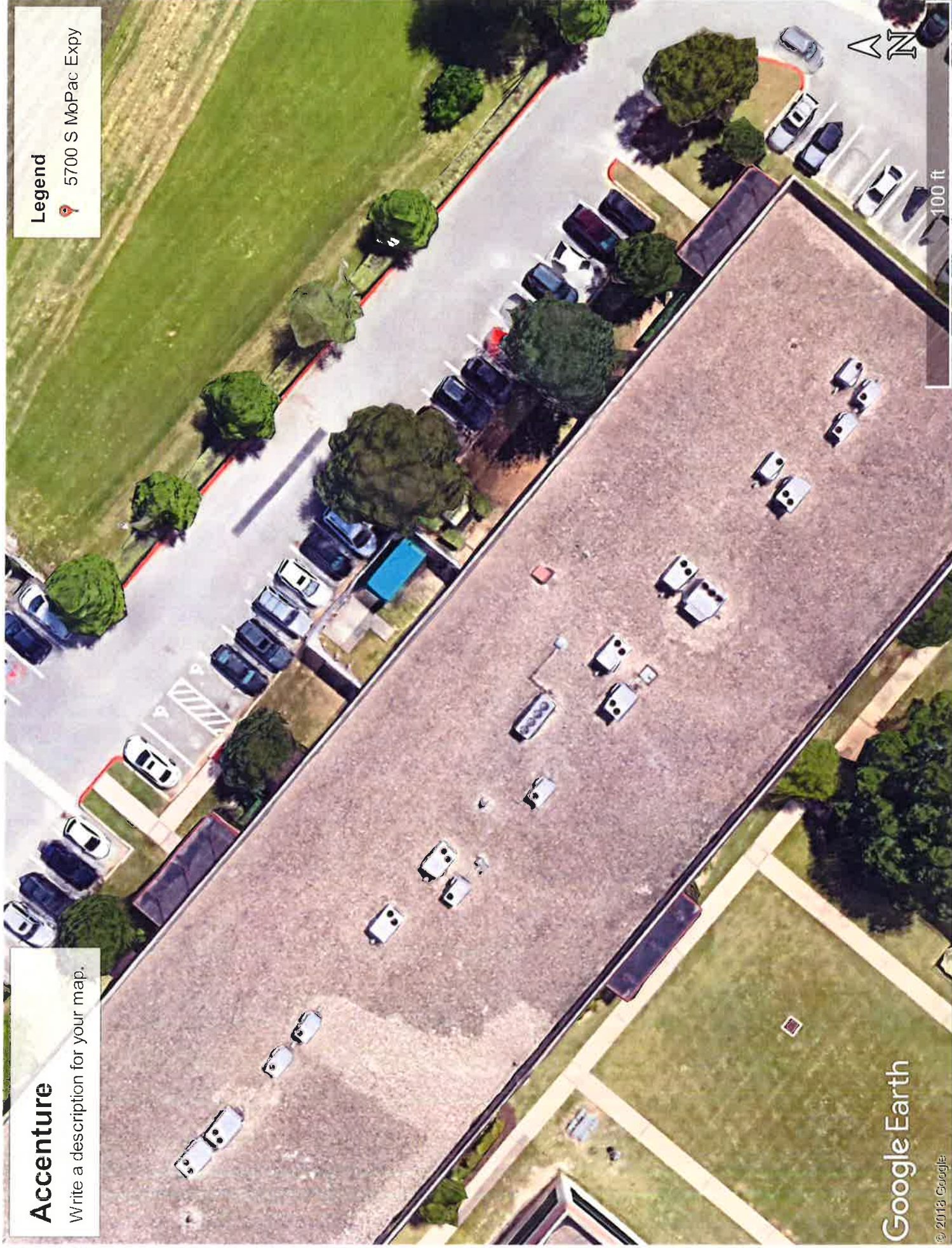
© 2013 Google

Accenture

Write a description for your map.

Legend

 5700 S MoPac Expy



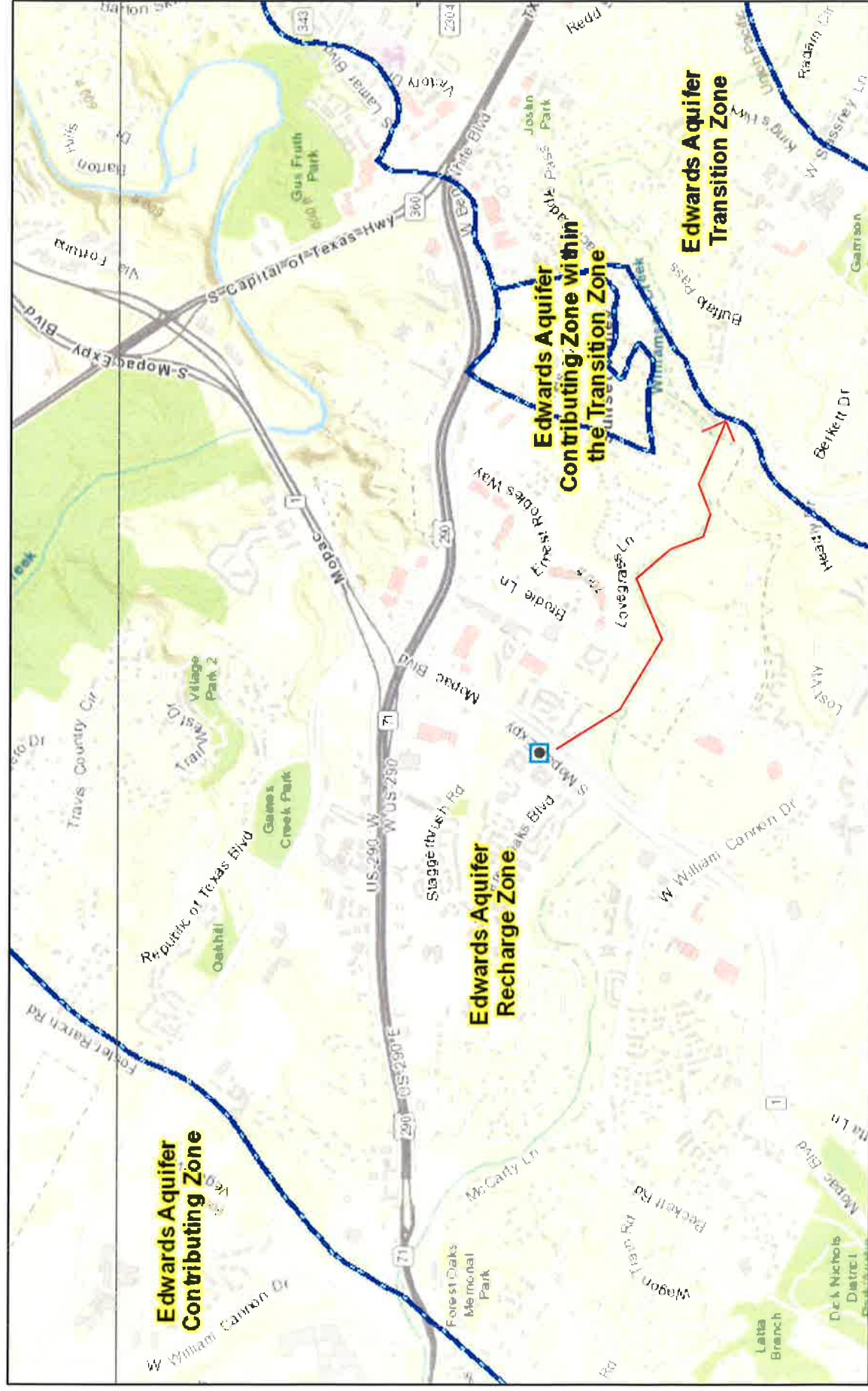
Google Earth

© 2013 Google

ATTACHMENT B

USGS / Edwards Recharge Zone Map

Edwards Aquifer Viewer Custom Print



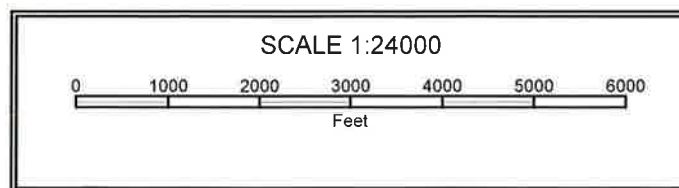
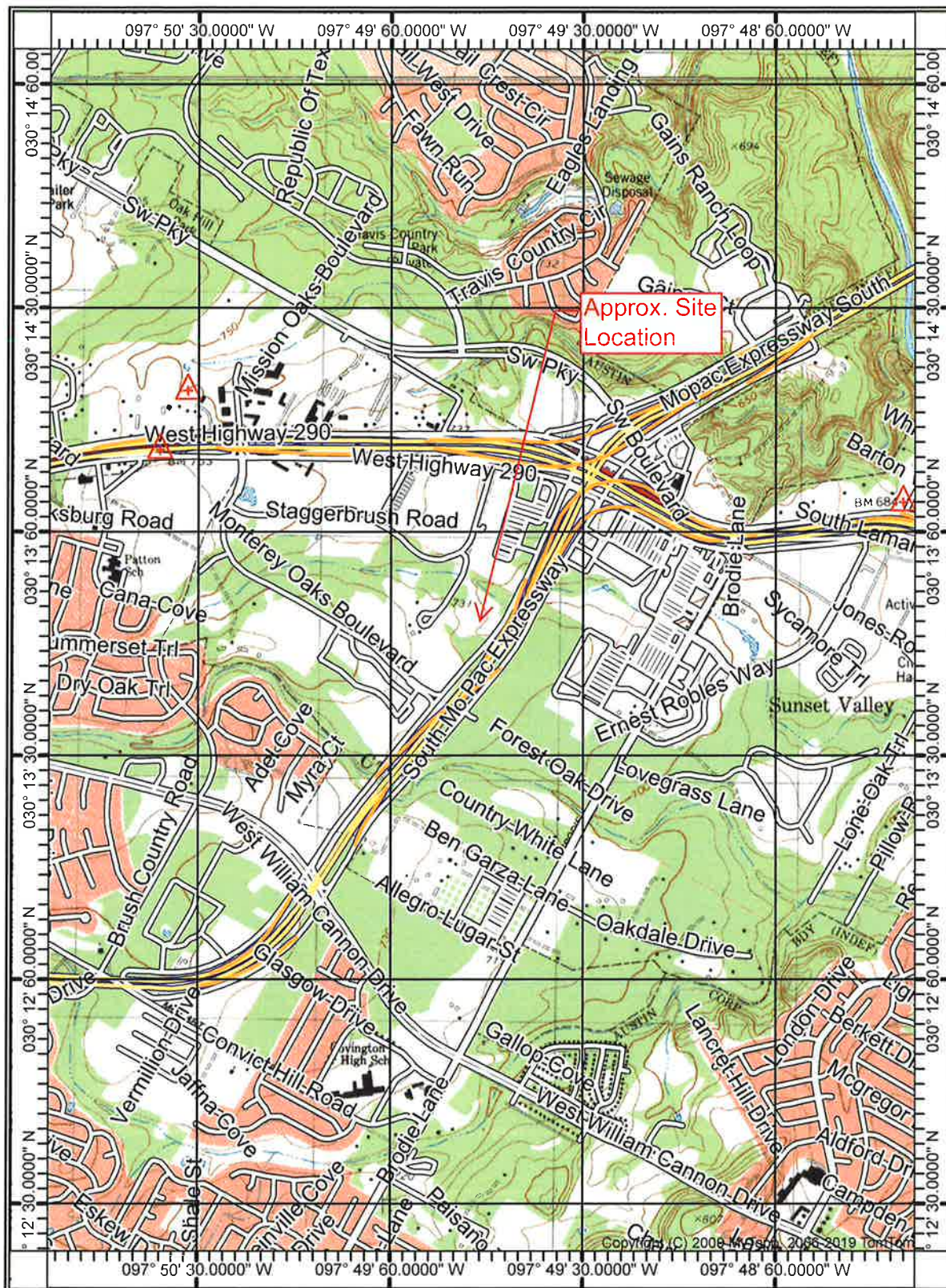
1/24/2019, 8:47:48 AM

1:36,112

0	0.28	0.55	1.1 mi
0	0.28	0.55	1.1 mi

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS,

Austin Community College, City of Austin, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, METINASA, EPA, USDA, TOCEI Web AppBuilder for ArcGIS



Map Information

State Name:	Texas (TX)
Map Name:	OAK HILL
USGS Ref Code:	30097-B7-TF-024
Map Edition:	Standard
Map Scale:	1:24,000
Map Type:	Topographic (Feet)
Map Projection:	Lambert Conformal Conic
Vertical Datum:	National Geodetic Vertical Datum 1929
Horizontal Datum:	North American 1927
Contour Interval:	10 feet
Created/Printed:	1988
Revised/Inspected:	None
Elevation:	725 Feet
	221.1 Meters
Est. Mag. Decl.:	3.78° E (2019)
Latitude (center):	030° 13' 44.2322" N
Longitude (center):	097° 49' 45.7315" W

ATTACHMENT C

Project Description

The Austin Advanced Technology Center and Generator

The Austin Advanced Technology Center AATC (Accenture, LLP) supports the development of software for state and federal government insurance programs. It staffs several hundred employees involved in the development, testing, marketing and implementation of its software products and is a branch of Accenture, a global corporation.

The subject site is located at 5700 S. MoPac Expressway, Austin, Travis County, Texas (TCEQ RN102761855 – Monterey Oaks Corporate Park). Accenture is located in Building E of the business park owned by Sage-Monterey Oaks, LTD (TCEQ CN605413517). A lease agreement between Sage-Monterey Oaks, LTD and Accenture, LLP is included with the application. The site lies over the Edwards Aquifer Recharge Zone.

The TCEQ issued an approval letter for a Water Pollution Abatement Plan for the entire business park dated September 25, 1998 (EAPP ID 11-98989401). Additionally, a Sewage Collection System (SCS) Plan was approved on September 29, 1998 (EAPP ID 11-98989402). The project approval included the entire 18.6 acres, consisting of five (5) office buildings, asphalt drive, parking areas, stormwater retention and irrigation system.

The generator (AST) housed on the property supplies emergency power (12 hours) whenever needed for the center and particularly for the server room (data storage) which needs to maintain a cooler temperature (58-67 degrees) in order to operate. The generator was supplied by Tramont Manufacturing, LLC. The generator was built by Cummins Power in August 2013 and has a 660 gallon double wall diesel tank. The tank is listed as UL 142 Standard for Steel Aboveground Tanks for Flammable and Combustible Liquids. The generator is located on the north side of Building E behind a locked fenced area only accessible to Accenture, LLP). The generator is equipped with an alarm and visible light that is triggered if the high/low float switch is activated.

OFFICE LEASE

BASIC LEASE INFORMATION

1. **Date of Lease:** October 5, 2012.
2. **Project:**
 - a. Name: Monterey Oaks Corporate Park (comprised of Buildings A, B, C, D and E)
 - b. Address: 5700 South Mopac Expressway, Austin, TX 78749
 - c. Project Rentable Area: 160,651
3. **Tenant:** Accenture LLP, an Illinois limited liability partnership
4. **Premises:**
 - a. All of Building E of the Project ("Building E").
 - b. Premises Rentable Area: 37,800 square feet.
5. **Basic Rent:**

Lease Year	Basic Rate PSF	Basic Monthly Rent	Basic Annual Rent
November 1, 2012 – January 31, 2013*	\$0.00	\$0.00	\$0.00
February 1, 2013 – May 31, 2013	\$10.00	\$31,500.00	\$378,000.00
June 1, 2013 – October 31, 2013	\$15.00	\$47,250.00	\$567,000.00
November 1, 2013 – October 31, 2014	\$15.50	\$48,825.00	\$585,900.00
November 1, 2014 – October 31, 2015	\$16.00	\$50,400.00	\$604,800.00
November 1, 2015 – October 31, 2016	\$16.50	\$51,975.00	\$623,700.00
November 1, 2016 – October 31, 2017	\$17.00	\$53,550.00	\$642,600.00
November 1, 2017 – January 31, 2018	\$17.50	\$55,125.00	\$661,500.00

* Basic Monthly Rent (but not Additional Rent) shall be abated for the first ninety (90) days of the Term.

6. **Tenant's Share:** 23.53%
7. **Estimated Expenses:** \$6.36 per square foot of Premises Rentable Area per annum
8. **Term:** Sixty-three (63) full calendar months from and after the Commencement Date.
9. **Commencement Date:** November 1, 2012.
10. **Expiration Date:** January 31, 2018.
11. **Permitted Use:** General office use and necessary uses thereto, including conference rooms, kitchenette.
12. **Security Deposit:** N/A
13. **Prepaid Rent:** \$ 0.00
13. **Payments:** All payments shall be payable to Sage Monterey Oaks, Ltd. and sent in care of Pyramid Properties, Inc., or such other place as Landlord may designate from time to time. All payments shall be in the form of check until otherwise designated by Landlord, provided that payment by check shall not be deemed made if the check is not duly honored with good funds.
14. **Guarantor:** N/A

Landlord and Tenant are initialing this Basic Lease Information below as an acknowledgment that it is part of the attached Office Lease

15. **Addresses:**

Landlord:
SAGE-MONTEREY OAKS, LTD
1717 West 6th Street
Austin, Texas 78703
Tel: 512.472.1585
Fax: 512.478.2604

Tenant:
Prior to Commencement Date:
Accenture LLP
161 N. Clark Street
Chicago, IL 60601
Attention: Real Estate Director
Tel: 312.693.6202

With a copy to:
Bryan Cave LLP
161 N. Clark Street, Suite 4300
Chicago, IL 60601
Attention: D. Scott Hargadon
Tel: 312.602.5020

Initials: _____
Landlord: _____
Tenant: _____

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FOR OFFICE LEASE

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EXHIBITS AND RIDERS TO OFFICE LEASE

Exhibit A	Land Legal Description
Exhibit B	Floor Plan
Exhibit C	Work Letter
Exhibit D	Acceptance of Premises Memorandum
Exhibit E	Rules and Regulations
Exhibit F	Parking Agreement
Exhibit G	Janitorial Specifications
Exhibit H	Form of SNDA
Rider 1	Renewal Option
Rider 2	Right of First Refusal

Initials: _____
Landlord: _____
Tenant: _____

OFFICE LEASE

This Office Lease (this "Lease") is made by and between SAGE-MONTEREY OAKS, LTD., a Texas limited partnership ("Landlord"), and ACCENTURE LLP, an Illinois limited liability partnership ("Tenant"). The Basic Lease Information attached hereto as page i (the "Basic Lease Information") and all exhibits, riders and other attachments to this Lease are incorporated into this Lease and made a part hereof. Capitalized terms used in this Lease without definitions have the respective meanings assigned to them in the Basic Lease Information.

ARTICLE 1 TERM AND POSSESSION

SECTION 1.1 LEASE OF PREMISES, COMMENCEMENT AND EXPIRATION.

- 1.101 Lease of Premises. The Project, which is constructed on the land described in Exhibit A attached hereto (the "Land"), is comprised of five (5) separate buildings (the "Buildings"), which Buildings are located adjacent to outdoor surface parking lots (collectively, the "Outdoor Parking Lot"). In consideration of the mutual covenants herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, subject to all the terms and conditions of this Lease. The Premises is shown as the crosshatched area on Exhibit B attached hereto. The Buildings, the Land, the Outdoor Parking Lot and all other improvements located on, and appurtenances to, the Buildings and the Land are referred to collectively herein as the "Property" or the "Project."
- 1.102 Rentable Area and Usable Area. The agreed rentable area of the Project is stipulated to be 160,651 square feet (the "Project Rentable Area"). The agreed rentable area of the Premises is stipulated to be the Premises Rentable Area, which is set forth in the Basic Lease Information. The "Tenant's Share" stipulated in the Basic Lease Information has been calculated by dividing the Premises Rentable Area by the Project Rentable Area, then expressing such quotient as a percentage.
- 1.103 Term and Commencement. The Term of this Lease shall commence on the Commencement Date and, unless sooner terminated pursuant to the terms of this Lease, shall expire, without notice to Tenant, on the Expiration Date.

SECTION 1.2 COMPLETION AND DELIVERY OF PREMISES.

- 1.201 Tenant will construct "Tenant Improvements" in the Premises as defined and provided in the Work Letter attached hereto as Exhibit C.
- 1.202 Acceptance of Premises Memorandum. Landlord shall deliver the Premises to Tenant not later than the date of this Lease. The Premises are delivered to Tenant in "as is" condition, however, if Tenant gives Landlord notice of any material defect in the Premises within sixty (60) days of delivery (and such defect was not heretofore readily visible from a physical inspection of the Premises), Landlord shall repair such defect at Landlord's sole cost. Upon the request of Landlord, Landlord and Tenant shall execute the Acceptance of Premises Memorandum (herein so called) attached hereto as Exhibit D.
- 1.203 Occupancy of the Premises. Tenant and Tenant's contractors and consultants shall have the right to enter upon the Premises commencing upon the execution of this Lease, without being required to pay Rent hereunder because of such entry, to perform installation of Tenant's telephone systems, office equipment, trade fixtures and furnishings, provided that such entry shall be subject to all terms and conditions of this Lease other than the obligation to pay Rent. Landlord acknowledges that Tenant may move some personnel into the Premises prior to the Commencement Date.

SECTION 1.3 REDELIVERY OF THE PREMISES. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately deliver to Landlord the Premises in a safe, clean, neat, sanitary and operational condition, together with all then-existing keys and parking and access cards, ordinary wear and tear excepted.

SECTION 1.4 HOLDING OVER. In the event Tenant or any party under Tenant claiming rights to this Lease, retains possession of the Premises after the expiration or earlier termination of this Lease, such possession shall constitute a tenancy at will only, subject, however, to all of the terms, provisions, covenants and agreements on the part of Tenant hereunder; such parties shall be subject to immediate eviction and removal and Tenant or any such party shall pay Landlord as rent for the period of such holdover an amount equal to one and one-half (1-1/2) times the Basic Annual Rent and Additional Rent (each as hereinafter defined) in effect immediately preceding expiration or termination, as applicable, prorated on a daily basis. Tenant shall also pay any damages sustained by Landlord as a result of such holdover if such holdover exceeds thirty (30) days. The rent during such holdover period shall be payable to Landlord from time to time on demand. Tenant will vacate the Premises and deliver same to Landlord immediately upon Tenant's receipt of notice from Landlord to so vacate. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend the term of this Lease; no payments of money by Tenant to Landlord after the expiration or earlier termination of this Lease shall reinstate, continue or extend the term of this Lease; and no extension of this Lease after the expiration or earlier termination thereof shall be valid unless reduced to writing and signed by both Landlord and Tenant.

ARTICLE 2
RENT

SECTION 2.1 BASIC RENT. Tenant shall pay as annual rent for the Premises the product of the Premises Rentable Area times the annual rate per square foot of Premises Rentable Area shown in the Basic Lease Information (such product is herein called "Basic Annual Rent"). The Basic Annual Rent shall be payable in monthly installments equal to the applicable Basic Monthly Rent shown in the Basic Lease Information in advance, without demand, offset or deduction except as expressly provided herein, which monthly installments shall commence on the Commencement Date and shall continue on the first (1st) day of each calendar month thereafter. If the Commencement Date occurs on a day other than the first day of a calendar month, the Basic Monthly Rent for such partial month shall be prorated. Notwithstanding the foregoing, Basic Monthly Rent shall be abated for the first ninety (90) days following Commencement Date.

SECTION 2.2 ADDITIONAL RENT.

2.201 Definitions. For purposes of this Lease, the following definitions shall apply:

- (a) "Additional Rent" shall mean the sum of: (i) Tenant's Share multiplied by the amount of Operating Expenses (hereinafter defined) for the calendar year in question, plus (ii) any rental, excise, sales, transaction, business activity tax or levy, imposed upon or measured by the rental required to be paid by Tenant under this Lease ("Rental Tax") during the calendar year in question.
- (b) "Operating Expenses" shall mean all of the costs and expenses Landlord incurs, pays or becomes obligated to pay in connection with operating, maintaining, insuring and managing the Property for a particular calendar year or portion thereof, as determined by Landlord in accordance with sound accounting principles, such costs and expenses to include, but not be limited to, the following: (i) Taxes; (ii) insurance premiums ("Insurance Premiums") for insurance required to be carried by Landlord hereunder; (iii) all charges for electricity with respect to the Common Areas (as herein defined), plus all other gas, water, sewer and other utility charges incurred with respect to the Property ("Utility Expenses"); (iv) all service, testing and other charges incurred in the operation and maintenance of the elevators and the plumbing, fire sprinkler, security, heating, ventilation and air conditioning systems; (v) cleaning and other janitorial services (inclusive of window cleaning); (vi) tools and supplies costs; (vii) repair costs; (viii) costs of landscaping, including landscape maintenance and sprinkler maintenance costs and rental and supply costs in connection therewith; (ix) security and alarm services; (x) license, permit and inspection fees; (xi) management fees customary in the marketplace for office buildings comparable to the Buildings; (xii) wages and related benefits payable to employees, including taxes and insurance relating thereto (but only to the extent that such employees work solely for the benefit of the Property); (xiii) accounting services; (xiv) legal services, unless incurred (A) in connection with tenant defaults, lease negotiations or procuring new tenants, or (B) as the result of a specific claim or action for which another tenant in the Project is obligated under its lease to pay Landlord's legal fees; (xv) trash removal; (xvi) parking lot maintenance, repair, repaving and operating costs; (xvii) intentionally omitted; (xviii) subject to the limitations of clause (xix) following, the cost of any improvement made to the Property by Landlord that is required under any governmental law or regulation which was not promulgated, or which was promulgated but was not applicable to the Project, at the date of this Lease, amortized over the useful life of such improvement as determined by generally accepted accounting principles, together with an amount equal to interest on the unamortized balance thereof at a rate which, on the date the improvement in question is fully completed, is equal to the sum of two percent (2%) per annum plus the annual "Prime Rate" published by The Wall Street Journal in its listing of "Money Rates," or if such rate is no longer published, a comparable rate of interest listed in a nationally circulated publication selected by Landlord, provided that such sum may in no event exceed the maximum interest allowed to be contracted for under applicable law (such sum is herein called the "Amortization Rate"); (xix) the cost of any improvement made to the Common Areas or Service Corridors of the Property that is required under interpretations or regulations issued after the date of this Lease under, or amendments made after the date hereof, to the provisions of Tex. Rev. Civ. Stat. Ann. art. 9102 and the provisions of the Americans With Disabilities Act of 1990, 42 U.S.C. §§12101-12213 (such statutes, interpretations and regulations are herein collectively called the "Disability Acts"), amortized over the useful life of such improvement as determined by generally accepted accounting principles, together with an amount equal to interest on the unamortized balance thereof at a rate which, on the date the improvement in question is fully completed, is equal to the Amortization Rate; and (xx) the cost of any other equipment installed in, or capital improvement made to, the Project which Landlord reasonably anticipates will reduce Operating Expenses, amortized over such period as is reasonably determined by Landlord (but not less than the useful life of such improvement), together with an amount equal to interest on the unamortized balance thereof at a rate, which on the date the device or equipment in question is fully installed, is equal to the Amortization Rate.

"Operating Expenses" shall not include any of the following: Rental Tax levied on any rent from the Project; federal income taxes payable by Landlord; costs for which Landlord actually receives reimbursement by another tenant, including Tenant, or by insurance or condemnation awards; electrical charges incurred with respect to individual tenant premises within the property; expenses incurred in leasing or procuring new tenants, including advertising expenses, legal fees or leasing commissions paid to agents of Landlord or other brokers; depreciation of the Project or Landlord's personal property at the Project; interest on debt or amortization payments on any debt secured by a mortgage or deed of trust on the Property or any ground lease thereof; rental under any prime lease or similar rental under any other superior lease or sublease; any wages, salaries or other compensation paid to any employee not employed for or on behalf of the Project; dividends or partnership distributions paid by Landlord; except as set forth in the foregoing paragraph, any costs of repairs and replacements which under generally accepted

accounting principles are treated as capital expenses; and the costs for repairs or maintenance that are reimbursed by others, including, without limitation, reimbursement made on warranty claims.

"Operating Expenses" shall also not include any of the following: (i) lease payments for rental equipment (other than equipment which is reasonably anticipated to reduce Operating Expenses or for which depreciation is properly chargeable as Operating Expenses) which would constitute a capital expenditure if the equipment were purchased; (ii) the cost of curing any violation of any law, ordinance or regulation, which such violation exists on the Commencement Date or occurs during the lease term, applicable to the Building or of remediating any existing environmental condition, including the removal or abatement of, or other steps taken with respect to, asbestos located in the Building; (iii) costs, fines, interest, penalties, legal fees, liens or costs of litigation incurred due to the late payments of taxes, utility bills, or other costs (including ground rents) incurred by Landlord's failure to make such payments when due; (iv) any insurance deductible; and (v) reserves for repairs, maintenance and replacements.

- (d) "Taxes" shall mean (i) all real estate taxes and other taxes or assessments which are levied with respect to the Property or any portion thereof for each calendar year (but excluding any penalties thereon), (ii) any tax, surcharge or assessment, however denominated, including any excise, sales, capital stock, assets, franchise, transaction, business activity, privilege or other tax, which is imposed upon Landlord or the Property as a supplement to or in lieu of real estate taxes or as a means of raising government revenue to replace revenue lost because of a reduction in real estate taxes, and (iii) the costs and expenses of a consultant, if any, or of contesting the validity or amount of any tax, surcharge or assessment described in clause (i) or (ii) above. "Taxes" shall not include Rental Tax levied on any rent from the Property or Landlord's federal income taxes.

In no event shall Landlord receive from all tenants of the Project more than 100% of Operating Expenses (as same may be grossed up in accordance with subsection 2.202 below) for any calendar year.

- 2.202 Gross-Up. In the event that during the calendar year in which the Commencement Date occurs the Project is not occupied to the extent of ninety-five percent (95%) of the Project Rentable Area for such full calendar year, then Operating Expenses shall be grossed up to include all additional costs and expenses of owning, operating, maintaining and managing the Project which vary directly with occupancy of the Building and which Landlord determines in good faith that it would have incurred, paid or been obligated to pay during such year if the Project had been occupied to the extent of ninety-five percent (95%) of the Project Rentable Area for all of such calendar year. With respect to each subsequent calendar year or partial calendar year during the Term of this Lease in which the Project is not occupied to the extent of ninety-five percent (95%) of the Project Rentable Area, Operating Expenses and Electrical Expenses shall be grossed up to include all additional costs and expenses of owning, operating, maintaining and managing the Project which Landlord determines in good faith that it would have incurred, paid or been obligated to pay during such year or partial year if the Project had been occupied to the extent of ninety-five percent (95%) of the Project Rentable Area. In calculating any gross-up of costs and expenses hereunder, Landlord shall exclude the cost of any service which Landlord does not actually provide tenants in the Project unless the Project is actually occupied to the extent of ninety-five percent (95%) of the Project Rentable Area or more (by way of example, if Landlord would provide a Project concierge were the Project fully occupied but is not choosing to provide a concierge during any period in which the actual occupancy of the Project is less than 95% of the Project Rentable Area, then the cost of a concierge shall not be included in Landlord's gross-up calculation). As to any calendar year or partial calendar year in which the Project is occupied to the extent of ninety-five percent (95%) or more of the Project Rentable Area, the actual Operating Expenses allocable to such calendar year or partial year shall be used in the calculation of Additional Rent hereunder. Taxes shall not be grossed up under any circumstances.

- 2.203 Payment Obligation. In addition to the Basic Rent specified in this Lease, commencing as of the Commencement Date, Tenant shall pay to Landlord the Additional Rent in monthly installments as hereinafter provided. By the Commencement Date (or as soon thereafter as is reasonably possible), Landlord shall give Tenant written notice of Tenant's estimated Additional Rent owing for Rental Tax and Tenant's Share of Operating Expenses for the remainder of the calendar year in which the Commencement Date occurs and the amount of the monthly installment of Additional Rent due for each month during such year. By January 1 of the calendar year in which the Commencement Date occurs and by December 15 of each calendar year thereafter (or as soon thereafter as is reasonably possible), Landlord shall give Tenant written notice of Tenant's estimated Additional Rent for the next calendar year and the amount of the monthly installment of Additional Rent due for each month during such year. Beginning on the Commencement Date and continuing on the first day of each month thereafter, Tenant shall pay to Landlord the amount of the applicable monthly installment of Additional Rent, without demand, offset or deduction except as set forth in this Lease, provided, however, if the applicable installment covers a partial month, then such installment shall be prorated on a daily basis.

- (a) This subparagraph (a) applies to each calendar year during which Additional Rent is owing except for the calendar year in which the Expiration Date occurs. Within one hundred- eighty (180) days after the end of each calendar year or as soon thereafter as is reasonably possible, Landlord shall prepare and deliver to Tenant a statement (the "Annual Statement") showing Tenant's actual Additional Rent for the applicable calendar year. If Tenant's total monthly payments of estimated Additional Rent for the applicable year are less than Tenant's actual Additional Rent, then Tenant shall pay to Landlord the amount of such underpayment. If Tenant's total monthly payments of estimated Additional Rent for the applicable year are more than Tenant's actual Additional Rent, then Landlord shall credit against the next Additional Rent payment or payments due from Tenant the amount of such overpayment or, if the Lease has expired, issue a refund within thirty (30) days.

- (b) Tenant shall have the right to audit during business hours, at its own expense, the books and records of Landlord which books and records shall be maintained by Landlord for at least the prior three (3) years. Tenant shall pay its costs incurred in connection with the audit and shall not be reimbursed by Landlord unless Tenant elects to dispute the statement of Additional Rent and/or Operating Expenses and such statement determined to be in error in Landlord's favor by more than five percent (5%), in which case, Landlord shall reimburse Tenant the amount of any such error plus interest accrued thereon at the rate which is equal to the Prime Rate and, if applicable, shall pay Tenant's reasonable audit costs within ten (10) days after notice thereof. If such statement is determined to be in error in Landlord's favor by five percent (5%) or less, Landlord shall reimburse Tenant the amount of such error plus interest accrued thereon at the rate which is equal to the Prime Rate. Tenant shall have the right to use an auditor of its choice, and whose auditing fee is computed on a contingency basis.
- (c) This subparagraph (c) applies to the calendar year during which the Expiration Date occurs (the "Final Calendar Year"). Within one hundred eighty (180) days after the Expiration Date or as soon thereafter as is reasonably possible, Landlord shall prepare and deliver to Tenant a statement showing Tenant's actual Additional Rent for the period beginning January 1 of the Final Calendar Year and ending on the Expiration Date (such period is herein called the "Final Additional Rent Period"). Landlord shall have the right to estimate the actual Rental Tax, and Operating Expenses allocable to the Final Additional Rent Period but which are not determinable within such one hundred eighty (180) day period. If Tenant's total monthly payments of estimated Additional Rent for the Final Additional Rent Period are less than Tenant's actual Additional Rent for such period, then Tenant shall pay to Landlord the amount of such underpayment. If Tenant's total monthly payments of estimated Additional Rent for the Final Additional Rent Period are more than Tenant's actual Additional Rent for such period, Landlord shall pay to Tenant the amount of such excess payments, less any amounts then owed to Landlord.
- (d) Unless Tenant takes written exception to any item within twenty (20) days after the furnishing of the Annual Statement or a statement delivered for the Final Additional Rent Period, such statement shall be considered as final and accepted by Tenant. Regardless of whether Tenant takes exception to any such statement, Tenant shall pay Landlord any amount due Landlord as shown on such statement within thirty (30) days after it is furnished to Tenant.
- 2.204 Billing Disputes. If there exists any dispute as to (i) the amount of Additional Rent, (ii) whether a particular expense is properly included in Additional Rent or (iii) Landlord's calculation of Additional Rent (each an "Additional Rent Dispute"), the events, errors, acts or omissions giving rise to such Additional Rent Dispute shall not constitute a breach or default by Landlord under this Lease and even if a judgment resolving the Additional Rent Dispute is entered against Landlord, this Lease shall remain in full force and effect and Landlord shall not be liable for any consequential damages resulting from the event, error, act or omission giving rise to such Additional Rent Dispute. Notwithstanding the existence of an Additional Rent Dispute, Tenant shall pay timely the amount of Additional Rent which is in dispute and will continue to make all subsequent payments of Additional Rent as and when required under this Lease, provided that the payment of such disputed amount and other amounts shall be without prejudice to Tenant's position. If any other Additional Rent Dispute is resolved in favor of Tenant, Landlord shall forthwith pay to Tenant the amount of Tenant's overpayment of Additional Rent, together with interest from the time of such overpayment at the annual rate of seven percent (7%), plus all legal fees and court costs incurred by Tenant in connection with such Additional Rent Dispute.
- 2.205 Revisions in Estimated Additional Rent. If Rental Tax, Insurance Premiums or Utility Expenses increase during a calendar year or if the number of square feet of rentable area in the Premises increases due to an expansion of the Premises, Landlord may revise the estimated Additional Rent during such year no more than once (i.e., in addition to the annual notice) by giving Tenant written notice to that effect and thereafter Tenant shall pay to Landlord, in each of the remaining months of such year, an additional amount equal to the amount of such increase in the estimated Additional Rent divided by the number of months remaining in such year.
- 2.206 Real Estate Tax Protest. Section 41.413 of the Texas Property Tax Code may give Tenant the right to protest before the appropriate appraisal review board a determination of the appraised value of the Property if Landlord does not so protest, and requires Landlord to deliver to Tenant a notice of any determination of the appraised value of the Property. Tenant acknowledges that the Property is a multi-tenant facility, that any filing of a protest of appraised value by Tenant will give the appraisal district discretion to increase or decrease the appraised value, that an increase in the appraised value will affect Landlord and the other tenants of the Property, and that an increase in the appraised value may increase the taxes not only for the year in question but for future years, potentially beyond expiration of the Term of this Lease. Accordingly, to the extent permitted by applicable law, Tenant hereby waives the provisions of §41.413 of the Texas Property Tax Code (or any successor thereto). In the alternative, if §41.413 of the Texas Property Tax Code may not be waived, Tenant agrees not to protest any valuation unless Tenant notifies Landlord in writing of Tenant's intent so to protest and Landlord fails to protest the valuation within fifteen (15) days after Landlord receives Tenant's written notice. If Tenant files a protest without giving the written notice required by the preceding sentence, such filing shall be an event of default under this Lease. Furthermore, if Tenant exercises the right of protest granted by §41.413 of the Texas Property Tax Code, Tenant shall be solely responsible for, and shall pay, all costs of such protest. If as a result of any protest filed by Tenant, the appraised value of the Property is increased by the appraisal board, Tenant shall be solely responsible for, and shall pay upon demand by Landlord, all taxes (not only Tenant's Share of Taxes) assessed against the Property in excess of the taxes which would have been payable in the absence of the protest. Tenant shall continue to pay such excess taxes until the determination of appraised

value of the Property is changed by the appraisal review board. Landlord agrees, upon request by Tenant, to provide to Tenant a copy of the determination of appraised value for any year

SECTION 2.3 RENT DEFINED AND NO OFFSETS. Basic Annual Rent, Additional Rent and all other sums (whether or not expressly designated as rent) required to be paid to Landlord by Tenant under this Lease (including, without limitation, any sums payable to Landlord under any addendum, exhibit, rider or schedule attached hereto) shall constitute rent and are sometimes collectively referred to as "Rent". Each payment of Rent shall be paid by Tenant when due, without prior demand therefore and without deduction or setoff, except as provided in this Lease.

SECTION 2.4 LATE CHARGES. If any installment of Basic Annual Rent or Additional Rent or any other payment of Rent under this Lease shall not be paid within ten (10) days of the date such payment is due, a "Late Charge" of five cents (\$.05) per dollar so overdue may be charged by Landlord to defray Landlord's administrative expense incident to the handling of such overdue payments; provided, however, with regard to the first late payment of Basic Annual Rent or Additional Rent occurring during any calendar year, no Late Charge shall be assessed unless such payment remains outstanding for more than ten (10) days after written notice thereof from Landlord to Tenant. Each Late Charge shall be payable on demand. Furthermore, any amount due from Tenant to Landlord which is not paid within five (5) days after the date due shall bear interest at the rate of twelve percent (12%) per annum from the date such payment is due until paid, but the payment of such interest shall not excuse or cure the default.

ARTICLE 3

INTENTIONALLY DELETED

ARTICLE 4 OCCUPANCY AND USE

SECTION 4.1 USE OF PREMISES.

- 4.101 General. The Premises shall, subject to the remaining provisions of this Section, be used solely for the Permitted Use. Without limiting the foregoing, Tenant, with respect to any improvements constructed in the Premises by Tenant (including, without limitation, the restrooms in the Premises), shall comply with all laws, statutes, ordinances, orders, permits and regulations, including, without limitation, (i) Tenant shall be obligated to see that operation of Tenant's business in the Premises complies with all existing requirements of and regulations issued under the Disability Acts, and (ii) Tenant shall be obligated to cause the restrooms in the Premises to be in compliance with the Disability Acts and all other codes, laws and regulations. Furthermore, Tenant will not permit the maintenance of any public or private nuisance; or do or permit any other thing which may disturb the quiet enjoyment of any other tenant of the Property.
- 4.102 Landlord's Compliance Obligation. Landlord shall comply with all laws, statutes, ordinances, orders and regulations (i) relating to the Property (exclusive, however, of those with which Tenant is obligated to comply by reason of subsection 4.101) and (ii) non-compliance with which would adversely affect Tenant's use or occupancy of the Premises or Tenant's rights under this Lease; provided, however, Landlord, and not Tenant, shall be responsible for compliance with the Disability Acts in the Common Areas.
- 4.103 Hazardous and Toxic Materials.
- (a) For purposes of this Lease, hazardous or toxic materials shall mean asbestos containing materials and all other materials, substances, wastes and chemicals classified as hazardous or toxic substances, materials, wastes or chemicals under then-current applicable governmental laws, rules or regulations or that are subject to any right-to-know laws or requirements.
 - (b) Tenant shall not knowingly incorporate into, or use or otherwise place or dispose of at, the Premises or any other portion of the Property any hazardous or toxic materials, except for use and storage of cleaning and office supplies used in the ordinary course of Tenant's business and then only if (i) such materials are in small quantities, properly labeled and contained, and (ii) such materials are used, transported, stored, handled and disposed of in accordance with all applicable governmental laws, rules and regulations. Landlord shall have the right to periodically inspect, take samples for testing and otherwise investigate the Premises for the presence of hazardous or toxic materials.
 - (c) Landlord shall not knowingly dispose of at the Premises or any other portion of the Property any hazardous or toxic materials that would materially and adversely affect Tenant's access, use or occupancy of the Premises or otherwise pose any material risk or material threat to the health, safety or welfare of Tenant or any of its employees or guests. Landlord hereby represents and warrants to Tenant that, to the best of Landlord's knowledge, the Project is not in violation of any applicable environmental law or ordinance.
 - (d) If Tenant or its employees, agents or contractors shall ever violate the provisions of paragraph (b) of this subsection 4.102 or otherwise contaminate the Premises or the Property, then Tenant shall clean, remove and dispose of the material causing the violation, in compliance with all applicable governmental standards, laws, rules and regulations and then prevalent industry practice and standards and shall repair any damage to the Premises or the Property within such period of time as may be reasonable under the circumstances after written notice by Landlord (collectively, "Tenant's Environmental Corrective Work"). Tenant shall notify Landlord of its method, time and procedure for any clean-up or removal and Landlord shall have the right to require reasonable changes in such method, time or procedure or to require the same

to be done after Normal Business Hours (hereinafter defined). Tenant's obligations under this subsection 4.102(e) shall survive the termination of this Lease.

- (e) If any Tenant's Environmental Corrective Work (i) is to occur outside of the Premises or (ii) will affect any portion of the Project other than the Premises, then Landlord shall have the right to undertake the Tenant's Environmental Corrective Work, and such work shall be performed in accordance with the same standards and provisions as are applicable to performance of Tenant's Environmental Corrective Work. Tenant shall allow Landlord, its agents, employees and contractors such access to the Premises as Landlord may reasonably request in order to perform such Tenant's Environmental Corrective Work. Within thirty (30) days after receiving an invoice, Tenant shall reimburse Landlord for the costs incurred by Landlord to perform such Tenant's Environmental Corrective Work.

SECTION 4.2 RULES AND REGULATIONS. Tenant will comply with such rules and regulations (the "Rules and Regulations") generally applying to tenants in the Project as may be adopted from time to time by Landlord for the management, safety, care and cleanliness of, and the preservation of good order and protection of property in, the Premises and the Project and at the Property. All such Rules and Regulations are hereby made a part hereof. The Rules and Regulations in effect on the date hereof are attached hereto as Exhibit E. All changes and amendments to the Rules and Regulations sent by Landlord to Tenant in writing and conforming to the foregoing standards shall be carried out and observed by Tenant. Landlord hereby reserves all rights necessary to implement and enforce the Rules and Regulations and shall enforce the Rules and Regulations in a non-discriminatory manner. If there is a conflict between the Rules and Regulations and this Lease, the terms of this Lease shall prevail.

SECTION 4.3 ACCESS. Without being deemed guilty of an eviction of Tenant and without abatement of Rent, Landlord and its authorized agents shall have the right to enter the Premises to inspect the Premises, to show the Premises to prospective lenders or purchasers, and within the last six (6) months of the Lease Term, to show the Premises to prospective tenants, and to fulfill Landlord's obligations or exercise its rights (including without limitation Landlord's Reserved Right [as hereinafter defined]) under this Lease. Any entry by Landlord during Normal Business Hours shall be upon twenty four (24) hours prior notice to Tenant, which notice may be oral. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises and any other loss occasioned thereby, unless Landlord's exercise of Landlord's Reserved Right causes the Premises to be untenable, in which case Section 5.302 shall apply. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock the doors to and within the Premises, excluding Tenant's vaults and safes. Landlord shall have the right to use any and all means which Landlord may deem proper to enter the Premises in an emergency without liability therefor.

SECTION 4.4 QUIET POSSESSION. Provided Tenant timely pays Rent and observes and performs all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have the quiet possession of the Premises for the entire Term hereof, subject to all of the provisions of this Lease and all laws and restrictive covenants to which the Property is subject.

SECTION 4.5 PERMITS. Tenant shall obtain the certificate of occupancy, if any, required for occupancy of the Premises following construction of Tenant's Improvements. Tenant shall pay for the cost of any such certificate of occupancy. If any additional governmental license or permit shall be required for the proper and lawful conduct of Tenant's business in the Premises or any part thereof, Tenant, at its expense, shall procure and thereafter maintain such license or permit. Additionally, if Tenant's Improvements or any subsequent alteration or improvement made to the Premises by Tenant or Tenant's use of the Premises require any modification or amendment of any certificate of occupancy for the Premises or the issuance of any other permit of any nature whatsoever, Tenant shall, at its expense, take all actions to procure any such modification or amendment or additional permit.

ARTICLE 5 UTILITIES AND SERVICES

SECTION 5.1 SERVICES TO BE PROVIDED.

Landlord agrees to furnish to the Premises the utilities and services described in subsections 5.101 through 5.106 below.

5.101 Heat and Air Conditioning. Landlord shall warrant that the heating and air condition systems in the Premises and furnish heat or air conditioning, at such temperatures and in such amounts as is customary in buildings of comparable size and quality to, and in the general vicinity of, the Project, subject to events of force majeure and any governmental requirements, ordinances, rules, regulations, guidelines or standards relating to, among other things, energy conservation (and Tenant shall pay all electrical charges incurred in connection with furnishing such heating or air conditioning).

5.102 Electricity.

(a) Tenant acknowledges that the Premises is separately submetered to measure electrical usage within the Premises. Notwithstanding anything to the contrary contained herein, Tenant shall pay, prior to delinquency, all amounts charged for electrical usage within the Premises.

(b) Without the prior, written consent of Landlord, Tenant shall not install or use or permit the installation or use of any lighting fixtures or any electrical plugs, connections or outlets in the Premises beyond those installed by Tenant as part of Tenant's Improvements. In no event shall Tenant (i) install any lighting device in any fixture or connect any equipment or other electrical device to any electrical

outlet which requires a voltage greater than that supplied by the fixture or outlet in question, or (ii) attempt to use electric power in excess of 1.1Kwh of Premises Usable Area. **LANDLORD REPRESENTS TO TENANT THAT THERE IS AVAILABLE IN THE PREMISES A MINIMUM OF SIX WATTS OF ELECTRIC POWER PER SQUARE FOOT (TWO WATTS PER SF ABOVE THE CEILING AND FOUR WATTS PER SF BELOW THE CEILING.**

- 5.103 Water. Landlord shall furnish hot and cold water, for drinking, cleaning and lavatory purposes only, at the points of supply generally provided in the Premises.
- 5.104 Janitorial Services. Landlord shall provide janitorial services to the Premises in substantial accordance with the specifications attached hereto as Exhibit G.
- 5.105 Common Areas. Landlord shall perform routine and non-routine maintenance in the Common Areas.
- 5.106 Bulbs and Ballasts. Landlord shall provide an initial set of building standard bulbs and ballasts as necessary in the Premises. Landlord shall also provide non-building standard bulbs and ballasts and replacement building standard bulbs and ballasts, provided Tenant shall pay Landlord's standard charge therefor. All amounts due under this subsection for such non-building standard and replacement bulbs and ballasts shall be paid to Landlord within thirty (30) days after receipt of an invoice therefor.

SECTION 5.2 Intentionally Deleted.

SECTION 5.3 SERVICE INTERRUPTION.

- 5.301 Service Interruption/Waiver of Landlord Liability. Landlord shall not be liable for and, except as provided in subsection 5.302 below, Tenant shall not be entitled to any abatement or reduction of Rent by reason of, Landlord's failure to maintain temperature or electrical constancy levels or to furnish any of the foregoing services when such failure is caused by accident, breakage, repairs, strikes, lockouts or other labor disturbance or labor dispute of any character, governmental regulation, moratorium or other governmental action, inability by exercise of reasonable diligence to obtain electricity, water or fuel, or by any other cause beyond Landlord's reasonable control (collectively, "Uncontrollable Events"), nor shall any such Uncontrollable Event or results or effects thereof be construed as an eviction (constructive or actual) of Tenant or as a breach of the implied warranty of suitability, or relieve Tenant from the obligation to perform any covenant or agreement herein and in no event shall Landlord be liable for damage to persons or property (including, without limitation, business interruption), or be in default hereunder, as a result of any such Uncontrollable Event or results or effects thereof.
- 5.302 Limited Right to Abatement of Rent. If any portion of the Premises becomes unfit for occupancy because Landlord fails to deliver any service as required under subsections 5.101 through 5.103 above and provided such failure is not caused by Tenant, Tenant's Contractors or any of their respective agents or employees, then Tenant shall have the following rights:
- (a) If the Premises remain unfit for occupancy because of such failure for any period (other than a reconstruction period conducted pursuant to Section 7.1 or Article 8 below) exceeding three (3) consecutive days after written notice by Tenant to Landlord, Tenant shall be entitled to a fair partial abatement of Basic Annual Rent and Additional Rent for any such portion of the Premises from the expiration of such three (3) day period until such portion is again fit for occupancy; and
- (b) If the Premises remain unfit for occupancy because of such failure for any period (other than a reconstruction period conducted pursuant to Section 7.1 or Article 8 below) exceeding two hundred seventy (270) consecutive days after written notice by Tenant to Landlord, Tenant may terminate this Lease by written notice delivered to Landlord at any time prior to restoration to the Premises of the service(s) in question.

SECTION 5.4 TELECOMMUNICATION EQUIPMENT. In the event that Tenant wishes at any time to utilize the services of a telephone or telecommunications provider whose equipment is not then servicing the Project, no such provider shall be permitted to install its lines or other equipment within Building E without first securing the prior written approval of the Landlord, which approval shall include, without limitation, approval of the plans and specifications for the installation of the lines and/or other equipment within Building E. Landlord's approval shall not be deemed any kind of warranty or representation by Landlord, including, without limitation, any warranty or representation as to the suitability, competence, or financial strength of the provider. Without limitation of the foregoing standard, unless all of the following conditions are satisfied to Landlord's satisfaction, it shall be reasonable for Landlord to refuse to give its approval: (i) Landlord shall incur no expense with respect to any aspect of the provider's provision of its services, including without limitation, the costs of installation, materials and services; (ii) prior to commencement of any work in or about Building E by the provider, the provider shall supply Landlord with such written indemnities, insurance, financial statements, and such other items as Landlord determines to be necessary to protect its financial interests and the interests of Building E relating to the proposed activities of the provider; (iii) the provider agrees to abide by such rules and regulations, building and other codes, job site rules and such other requirements as are determined by Landlord to be necessary to protect the interests of the Project, the tenants in the Project and Landlord, in the same or similar manner as Landlord has the right to protect itself and Building E with respect to proposed alterations as described in subsection 6.303 of this Lease; (iv) Landlord determines that there is sufficient space in Building E for the placement of all of the provider's equipment and materials; (v) the provider agrees to abide by Landlord requirements, if any, that the provider use existing Building E conduits and pipes or use Building E contractors (or other contractors approved by Landlord); (vi) Landlord receives from the provider such compensation as is determined by Landlord to compensate it for space

used in Building E for the storage and maintenance of the provider's equipment, for the fair market value of a provider's access to Building E, and the costs which may reasonably be expected to be incurred by Landlord; (vii) the provider agrees to deliver to Landlord detailed "as built" plans immediately after the installation of the provider's equipment is complete; and (viii) all of the foregoing matters are documented in a written license agreement between Landlord and the provider, the form and content of which is reasonably satisfactory to Landlord. Landlord hereby approves of Time Warner as an approved telecommunications provider for Building E.

ARTICLE 6

MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS

SECTION 6.1 LANDLORD'S OBLIGATION TO MAINTAIN AND REPAIR. Landlord shall (subject to Section 7.1, Section 7.4 and Article 8 below and Landlord's rights under Section 2.2 above and except for ordinary wear and tear) maintain the exterior walls, roof, load bearing elements and all mechanical, HVAC electrical and fire safety systems of the Buildings and perform routine and non-routine maintenance in the Common Areas. Landlord shall perform such maintenance obligations in accordance with first class office buildings in the Austin, Texas suburbs.

SECTION 6.2 TENANT'S OBLIGATION TO MAINTAIN AND REPAIR.

6.201 Tenant's Obligation.

- (a) Subject to Sections 6.1, 7.1 and 7.4 and Article 8 of this Lease, Tenant shall, at Tenant's sole cost and expense, (i) maintain and keep the interior of the Premises (including, but not limited to, all fixtures, walls, ceilings, floors, doors, windows [except replacement of exterior plate glass], appliances and equipment which are a part of the Premises) in good repair and condition, ordinary wear and tear excepted, and (ii) to the extent not covered by Landlord's property insurance, repair or replace any damage or injury done to Building E or any other part of the Property caused by Tenant, Tenant's agents, employees, licensees, invitees or visitors or resulting from a breach of its obligations under this Section 6.2. All repairs and replacements performed by or on behalf of Tenant shall be performed diligently, in a good and workmanlike manner and in accordance with applicable governmental laws, rules and regulations.
- (b) Subject to Sections 7.1 and 7.4 and Article 8 of this Lease, Tenant shall maintain and repair all supplemental HVAC units installed in the Premises by Tenant, data and phone cabling, and any and all other installations and equipment installed in the Premises, above the acoustical ceiling tiles of the Premises or elsewhere in Building E (such equipment and installations collectively referred to as the "Tenant Service Equipment") installed by or on behalf of Tenant and which service only the Premises. Any repair, maintenance or replacement of the Tenant Service Equipment shall be performed in accordance with the standards and conditions applicable to maintenance, repairs and replacements performed by Tenant pursuant to subsection 6.201(a) above.

- 6.202 Rights of Landlord. In the event Tenant fails, in the reasonable judgment of Landlord, to maintain the Premises in good order, condition and repair, or otherwise satisfy its repair and replacement obligations under subsection 6.201 above, Landlord shall have the right, upon notice to Tenant and the passage of a thirty (30) day cure period, except in an emergency, to perform such maintenance, repairs and replacements, and Tenant shall pay Landlord on demand, as additional Rent, the cost thereof plus a construction management fee of ten percent (10%) of such cost.

SECTION 6.3 IMPROVEMENTS AND ALTERATIONS.

- 6.301 Landlord's Construction Obligations. Except for the maintenance obligations described in Section 6.1 of this Lease, Landlord has no obligations under this Lease to make any improvements or alterations with respect to the Premises.

- 6.302 Alteration of Buildings. Landlord shall have the right to repair, change, redecorate, alter, improve, modify, renovate, enclose or make additions to any part of the Property (including, without limitation, structural elements and load bearing elements within the Premises and to enclose and/or change the arrangement and/or location of driveways or parking areas or landscaping or other Common Areas of the Property), all without being held guilty of an actual or constructive eviction of Tenant or breach of the implied warranty of suitability and without an abatement of Rent (the "Reserved Right"), but subject to the standards of Section 5.302. Without limiting the generality of the foregoing, Landlord's Reserved Right shall include the right to do any of the following: (i) erect and construct scaffolding, pipe, conduit and other structures on and within and outside of the Premises where reasonably required by the nature of the changes, alterations, improvements, modifications, renovations and/or additions being performed, (ii) perform within and outside of the Premises all work and other activities associated with such changes, alterations, improvements, modifications, renovations and/or additions being performed, (iii) repair, renovate, remodel, alter, improve, modify or make additions to the size of toilets or other Common Areas, Service Corridors (hereinafter defined) or Service Areas (hereinafter defined), (iv) temporarily close any Common Area and/or temporarily suspend services and facilities in connection with any repairs, changes, alterations, modifications, renovations or additions to any part of the Project, but in no event shall Tenant not have access to parking, (v) repair, change, alter or improve plumbing, pipes and conduits located in the Project, including without limitation, those located within the Premises, the Common Areas, the Service Corridors or the Service Areas of the Project and (vi) repair, change, modify, alter, improve, renovate or make additions to the central heating, ventilation, air conditioning, electrical, mechanical or plumbing systems. When exercising the Reserved Right, Landlord will interfere with Tenant's use and occupancy of the Premises as little as is reasonably practicable.

- 6.303 Alterations, Additions, Improvements and Installations by Tenant. Tenant shall not, without the prior, written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned, make any changes, modifications, alterations, additions or improvements (other than Tenant Improvements) to, or install any equipment or machinery (other than office equipment and unattached personal property) on, the Premises (all such changes, modifications, alterations, additions, improvements (other than the Interior Improvements) and installations are herein collectively referred to as "Installations") if any such Installations would (i) affect any structural or load bearing portions of Building E, (ii) result in a material increase of electrical usage above the normal type and amount of electrical current to be provided by Landlord, (iii) intentionally omitted, (iv) impact mechanical, electrical or plumbing systems in the Premises or Building E, (v) affect areas of the Premises which can be viewed from Common Areas, (vi) require greater or more difficult cleaning work (e.g., kitchens, reproduction rooms and interior glass partitions), (vii) adversely affect Landlord's ability to deliver Building services to other tenants of Building E or (viii) violate any provision in Article 4 above. Landlord will furnish and install window coverings on all exterior windows of the Premises to maintain a uniform exterior appearance. Tenant shall not remove or replace these window coverings or install any other window covering which would affect the exterior appearance of Building E. All work performed by Tenant or its contractor relating to the Installations shall be performed diligently and in a good and workmanlike manner, and shall conform to applicable governmental laws, rules and regulations, including, without limitation, the Disability Acts and all rules for performing work in Building E promulgated by Landlord, a copy of which is available from the Property Manager. Upon completion of the Installations, Tenant shall deliver to Landlord "as built" plans. If Tenant requests that Landlord performs such Installations and Landlord accepts, Tenant shall pay Landlord, as additional Rent, the cost thereof plus a construction management fee of five percent (5%) of such cost. Each payment shall be made to Landlord within thirty (30) days after receipt of an invoice from Landlord. All Installations that constitute improvements constructed within the Premises shall be surrendered with the Premises at the expiration or earlier termination of this Lease, unless Landlord requires, at the time that Landlord approves of such Installations, that same be removed upon the termination or expiration of this Lease. Landlord will have the right, but not the obligation, to inspect periodically the work on the Premises and may require changes in the method or quality of the work if necessary to cause the work to comply with the requirements of this Lease.
- 6.304 Approvals. Any approval by Landlord (or Landlord's architect and/or engineers) of any of Tenant's contractors or Tenant's drawings, plans or specifications which are prepared in connection with any construction of improvements (including without limitation, Tenant's Improvements) in the Premises shall not be construed as a representation or warranty of Landlord as to the abilities of the contractor or the adequacy of such drawings, plans or specifications or the improvements to which they relate, for any use, purpose or condition.

ARTICLE 7 INSURANCE AND CASUALTY

SECTION 7.1 TOTAL OR PARTIAL DESTRUCTION OF BUILDING E OR THE PREMISES.

- (a) If Building E should be totally destroyed by fire or other casualty or if either Building E (or any portion thereof) or the Premises should be so damaged that rebuilding or repairs cannot be completed, in Landlord's reasonable opinion, which shall be delivered by notice to Tenant within thirty (30) days of the casualty event, within one hundred eighty (180) days after commencement of repairs to the Building or Premises, as applicable, either, Landlord or Tenant may, at its option, terminate this Lease by written notice to the other, and the Lease shall terminate upon the receipt of such termination notice. Landlord shall exercise the termination right pursuant to the preceding sentence, if at all, by delivering written notice of termination to Tenant within ten (10) days after determining that the repairs cannot be completed within one hundred eighty (180) days. Tenant shall exercise its termination right pursuant to this Section 7.1(a), if at all, by delivering written notice of termination to Landlord within ten (10) days after being advised by Landlord that the repairs cannot be completed within one hundred eighty (180) days or that the Premises will be unfit for occupancy or inaccessible by reasonable means for at least one hundred eighty (180) days after commencement of repairs to Building E. If neither Landlord nor Tenant elects to terminate this Lease pursuant to this Section 7.1(a), then Landlord shall promptly commence (and thereafter pursue with reasonable diligence) the plans and specifications for the repair of Building E and the Premises (including Tenant's Improvements except as set forth in the next sentence) and thereafter diligently pursue repairing Building E and the Premises to substantially the same condition which existed immediately prior to the happening of the casualty. To the extent Tenant's Improvements include any items required to be insured by Tenant under subsection 7.201(b) below, Landlord shall have the obligation to repair such items only to the extent the proceeds of such insurance are disbursed to Landlord for such repair. However, if neither party terminates this Lease and Landlord commences reconstruction of or repairs to the Building, then if Landlord has not completed reconstruction or repairs by the date which is two hundred ten (210) days after commencement of construction, the Tenant shall have the option to terminate this Lease by notice to Landlord not later than the date which is two hundred twenty (220) days after construction commenced.
- (b) If Building E or the Premises should be damaged by fire or other casualty and, in Landlord's reasonable opinion, the rebuilding or repairs can be completed (and the Premises can be made fit for occupancy and accessible by reasonable means) within one hundred eighty (180) days after the commencement of repairs to Building E or Premises, as applicable, Landlord shall, within thirty (30) days

after the date of such damage, commence (and thereafter pursue with reasonable diligence) the plans and specifications for the repair of Building E and the Premises (including Tenant's Improvements except as set forth in the next sentence) and thereafter diligently pursue repairing Building E and the Premises to substantially the same condition which existed immediately prior to the happening of the casualty. To the extent Tenant's Improvements include any items required to be insured by Tenant under subsection 7.201(b) below, Landlord shall have the obligation to repair such items only to the extent the proceeds of such insurance are disbursed to Landlord for such repair.

(c) In no event shall Landlord be required to rebuild, repair or replace any part of the furniture, equipment, fixtures, inventory, supplies or any other personalty or any other improvements (except Tenant's Improvements to the extent set forth in subparagraphs (a) and (b) above), which may have been placed by Tenant within Building E or at the Premises. Landlord shall allow Tenant a fair diminution of Basic Annual Rent and Additional Rent during the time the Premises are unfit for occupancy; provided, however, if the casualty in question was caused by Tenant, its agents, employees, licensees or invitees, Basic Annual Rent and Additional Rent shall be abated only to the extent Landlord is compensated for such Basic Annual Rent and Additional Rent by loss of rents insurance, if any.

(d) Notwithstanding Landlord's restoration obligation, in the event any mortgagee under a deed of trust or mortgage on Building E should require that the insurance proceeds be used to retire or reduce the mortgage debt or if the insurance company issuing Landlord's fire and casualty insurance policy fails or refuses to pay Landlord the proceeds under such policy, Landlord shall have no obligation to rebuild and this Lease shall terminate upon notice by Landlord to Tenant.

(e) Any insurance which may be carried by Landlord or Tenant against loss or damage to Building E or to the Premises and its contents shall be for the sole benefit of the party carrying such insurance and under its sole control.

SECTION 7.2 TENANT'S INSURANCE.

7.201 Types of Coverage. From and after the date that Landlord gives Tenant access to the Premises, Tenant will carry, at its expense, the insurance set forth in paragraphs (a), (b), (c) and (d) of this subsection.

(a) Commercial General Liability Insurance. Commercial General Liability Insurance covering the Premises and Tenant's use thereof against claims for personal or bodily injury or death or property damage occurring upon, in or about the Premises (including contractual indemnity and liability coverage), such insurance to provide coverages of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. All insurance coverage required under this subparagraph (a) shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease. Additionally, each policy evidencing the insurance required under this subparagraph shall expressly insure both Tenant and, as additional named insureds, Landlord and the Property Manager, **IT BEING THE INTENT THAT SUCH POLICIES AFFORD INSURANCE COVERAGE TO LANDLORD AND THE PROPERTY MANAGER AGAINST CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH OR PROPERTY DAMAGE OCCURRING UPON, IN OR ABOUT THE PREMISES AS THE RESULT OF THE NEGLIGENCE OF LANDLORD OR THE PROPERTY MANAGER**, whether or not required by the other provisions of this Lease.

(b) Fire and Extended Coverage Insurance. Property insurance on an all-risk extended coverage basis (including coverage against fire, wind, tornado, vandalism, malicious mischief, water damage and sprinkler leakage) covering all fixtures, equipment and personalty located in the Premises and endorsed to provide one hundred percent (100%) replacement cost coverage. Such policy will be written in the name of Tenant. The property insurance may, with the consent of the Landlord, provide for a reasonable deductible.

(c) Workers Compensation and Employer's Liability Insurance. Worker's compensation insurance together with employer's liability insurance in an amount at least equal to the greater of (i) the minimum worker's compensation and employer's liability insurance required under Texas law or (ii) \$1,000,000.00.

7.202 Other Requirements of Insurance. All such insurance will contain endorsements that (a) such insurance may not lapse with respect to Landlord or Property Manager or be canceled or amended with respect to Landlord or Property Manager without the insurance company giving Landlord and Property Manager at least thirty (30) days prior written notice of such cancellation or amendment, (b) Tenant will be solely responsible for payment of premiums, and (c) Tenant's commercial general liability insurance is primary in the event of overlapping coverage which may be carried by Landlord, but only to the extent that the loss is not caused by the negligence or willful misconduct of Landlord and its employees, agents and contractors.

7.203 Proof of Insurance. Simultaneously with the execution and delivery of this Lease, Tenant shall deliver to Landlord duly executed, original certificates of such insurance evidencing in-force coverage. Further, Tenant shall deliver to Landlord an original certificate of insurance evidencing the renewal of each insurance policy required to be maintained by Tenant hereunder at least fifteen (15) days prior to the expiration of the policy in question.

SECTION 7.3 LANDLORD'S INSURANCE.

- 7.301 Fire and Extended Coverage Insurance. From and after the date of this Lease, Landlord will carry, at its expense, a policy or policies of all risk extended coverage insurance covering Building E (excluding property required to be insured by Tenant) endorsed to provide full replacement cost coverage and providing protection against perils included within the standard Texas form of fire and extended coverage insurance policy, together with insurance against sprinkler damage, vandalism, malicious mischief and such other risks as Landlord may from time to time determine and with any such deductibles as Landlord may from time to time determine.
- 7.302 Liability Insurance. Landlord shall carry commercial general liability insurance covering the Common Areas of the Project in the amounts set forth in Section 7.201(a).
- 7.303 Blanket Insurance. Any insurance provided for in subsection 7.301 may be effected by a policy or policies of blanket insurance covering additional items or locations or assureds, provided that the requirements of this Section 7.3 are otherwise satisfied. Tenant shall have no rights in any policy or policies maintained by Landlord.

SECTION 7.4 WAIVER OF SUBROGATION. LANDLORD AND TENANT EACH HEREBY WAIVES ANY RIGHTS IT MAY HAVE AGAINST THE OTHER (INCLUDING, BUT NOT LIMITED TO, A DIRECT ACTION FOR DAMAGES) ON ACCOUNT OF ANY LOSS OR DAMAGE OCCASIONED TO LANDLORD OR TENANT, AS THE CASE MAY BE (EVEN IF SUCH LOSS OR DAMAGE IS CAUSED BY THE FAULT, NEGLIGENCE OR OTHER TORTIOUS CONDUCT, ACTS OR OMISSIONS OF THE RELEASED PARTY OR THE RELEASED PARTY'S DIRECTORS, EMPLOYEES, AGENTS OR INVITEES OR IF THE RELEASED PARTY OR THE RELEASED PARTY'S DIRECTORS, EMPLOYEES, AGENTS OR INVITEES WOULD OTHERWISE BE LIABLE UNDER STRICT LIABILITY), TO THEIR RESPECTIVE PROPERTY, THE PREMISES, ITS CONTENTS OR TO ANY OTHER PORTION OF THE PROJECT ARISING FROM ANY RISK (WITHOUT REGARD TO THE AMOUNT OF COVERAGE OR THE AMOUNT OF DEDUCTIBLE) COVERED BY THE ALL RISK FULL REPLACEMENT COST PROPERTY INSURANCE REQUIRED TO BE CARRIED BY TENANT AND LANDLORD, RESPECTIVELY, UNDER SUBSECTION 7.201(b) AND SECTION 7.301 ABOVE. The foregoing waiver shall be effective even if either or both parties fail to carry the insurance required by subsection 7.201(b) and Section 7.301 above. If a party waiving rights under this Section is carrying an all risk full replacement cost insurance policy in the promulgated form used in the State of Texas and an amendment to such promulgated form is passed, such amendment shall be deemed not a part of such promulgated form until it applies to the policy being carried by the waiving party. Without limiting the foregoing waivers and to the extent permitted by applicable law, the parties hereto each, on behalf of their respective insurance companies insuring the property of either Landlord or Tenant against any such loss, waive any right of subrogation that Landlord or Tenant or their respective insurers may have against the other party or their respective officers, directors, employees, agents or invitees and all rights of their respective insurance companies based upon an assignment from its insured. Each party to this Lease agrees immediately to give to each such insurance company written notification of the terms of the mutual waivers contained in this Section and to have its insurance policies properly endorsed, if necessary, to prevent the invalidation of insurance coverage by reason of such waivers.

SECTION 7.5 TENANT'S GENERAL INDEMNITY. Tenant will defend, indemnify and hold harmless Landlord and its officers, directors, employees and agents from and against all claims, demands, actions, damages, loss, liabilities, judgments, costs and expenses, including without limitation, attorneys' fees and court costs (each a "Claim") which are suffered by, recovered from or asserted against Landlord and arise from or in connection with (i) the use or occupancy of the Premises, (ii) any accident, injury or damage occurring in or at the Premises, or (iii) any breach by Tenant of any representation or covenant in this Lease; provided, however, such indemnification shall not include any Claim waived by Landlord under Section 7.4 above, or any Claim to the extent caused by the negligence, gross negligence or willful misconduct of Landlord, its employees, agents and contractors, or the breach by Landlord of any of its obligations under this Lease.

SECTION 7.6 LANDLORD'S GENERAL INDEMNITY. Landlord will defend, indemnify and hold harmless Tenant and its officers, directors, employees and agents from and against all claims, demands, actions, damages, loss, liabilities, judgments, costs and expenses, including without limitation, attorneys' fees and court costs (each a "Claim") which are suffered by, recovered from or asserted against Tenant and arise from or in connection with (i) any accident, injury or damage occurring in or at the Property to the extent caused by the negligence or willful misconduct of Landlord or its employees, agents or contractors, or (ii) any breach by Landlord of any representation or covenant in this Lease; provided, however, such indemnification shall not include any Claim waived by Tenant under Section 7.4 above, or any Claim to the extent caused by the negligence, gross negligence or willful misconduct of Tenant or the breach by Tenant of any of its obligations under this Lease.

ARTICLE 8 CONDEMNATION

SECTION 8.1 CONDEMNATION RESULTING IN CONTINUED USE NOT FEASIBLE. If the Property or any portion thereof that, in Landlord's reasonable opinion, is necessary to the continued efficient and/or economically feasible use of Building E shall be taken or condemned for public purposes, or sold to a condemning authority in lieu of taking, then Landlord may, at its option, terminate this Lease by delivering written notice thereof to Tenant within ten (10) days after the taking, condemnation or sale in lieu thereof.

SECTION 8.2 CONDEMNATION OF PREMISES. If all or a substantial portion of the Premises is taken or condemned or sold in lieu thereof or Tenant will be unable to use a substantial portion of the Premises for a period

of one hundred eighty (180) consecutive days by reason of a temporary taking of the Premises or by reason of a taking of all or a portion of the Property through condemnation or sale in lieu thereof, then either Landlord or Tenant may terminate this Lease by delivering written notice thereof to the other within ten days after the taking, condemnation or sale in lieu thereof.

SECTION 8.3 CONDEMNATION WITHOUT TERMINATION. If upon a taking or condemnation or sale in lieu of the taking of all or less than all of the Property which gives either Landlord or Tenant the right to terminate this Lease pursuant to Section 8.1 or 8.2 above shall occur and neither Landlord nor Tenant elects to exercise such termination right, then this Lease shall continue in full force and effect, provided that if the taking, condemnation or sale includes any portion of the Premises, the Basic Annual Rent and Additional Rent shall be redetermined on the basis of the remaining square feet of Premises Rentable Area. Landlord, at Landlord's sole option and expense, shall restore and reconstruct the Project to substantially its former condition to the extent that the same may be reasonably feasible, but such work shall not be required to exceed the scope of the work done by Landlord in originally constructing the Project, nor shall Landlord in any event be required to spend for such work an amount in excess of the amount received by Landlord as compensation or damages (over and above amounts going to the mortgagee of the property taken) for the part of the Project or the Premises so taken.

SECTION 8.4 CONDEMNATION PROCEEDS. Landlord shall receive the entire award (which shall include sales proceeds) payable as a result of a condemnation, taking or sale in lieu thereof. Tenant hereby assigns to Landlord any and all right, title and interest of Tenant now or hereafter arising in and to any such award. Tenant shall, however, have the right to recover from such authority through a separate award which does not reduce Landlord's award, any compensation as may be awarded to Tenant on account of moving and relocation expenses and depreciation to and removal of Tenant's physical property.

ARTICLE 9 LIENS

Tenant shall keep the Premises and the Property free from all liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant, and Tenant shall defend, indemnify and hold harmless Landlord from and against any and all claims, causes of action, damages and expenses (including reasonable attorneys' fees) arising from or in connection with any such liens. If Tenant shall not, within thirty (30) days following notification to Tenant of the imposition of any such lien, cause the same to be released of record by payment or the posting of a bond in amount, form and substance acceptable to Landlord, Landlord shall have, in addition to all other remedies provided herein and by law, the right but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of or defense against the claim giving rise to such lien. All amounts paid or incurred by Landlord in connection therewith shall be paid by Tenant to Landlord on demand and shall bear interest from the date of demand until paid at the rate set forth in Section 2.4 above.

ARTICLE 10 TAXES ON TENANT'S PROPERTY

Tenant shall be liable for and shall pay, prior to their becoming delinquent, any and all taxes and assessments levied against, and any increases in Taxes as a result of, any personal property or trade or other fixtures placed by Tenant in or about the Premises and any improvements (other than Tenant's Improvements which by their nature, have become a permanent part of the Project) constructed in the Premises by or on behalf of Tenant. If Landlord pays any such additional taxes or increases, Tenant will, within ten (10) days after demand, reimburse Landlord for the amount thereof.

ARTICLE 11 SUBLETTING AND ASSIGNING

SECTION 11.1 SUBLEASE AND ASSIGNMENT. Except as otherwise permitted by Sections 11.2 and 11.3 below, Tenant shall not assign this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise (it being agreed that for purposes of this Lease, assignment shall include, without limitation, the transfer of a majority interest of stock, partnership or other forms of ownership interests, merger or dissolution) or mortgage or pledge the same, or sublet the Premises or any part thereof or permit the Premises to be occupied by any firm, person, partnership or corporation or any combination thereof, other than Tenant, without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding any subletting or assignment by Tenant hereunder or any provision herein to the contrary, Tenant shall remain fully liable for the performance of all the covenants, agreements, terms, provisions and conditions contained in this Lease on the part of Tenant to be performed, including without limitation, Tenant's obligation to pay Basic Rent and Additional Rent during the entire Term. Tenant shall deliver to Landlord a copy of each assignment or sublease entered into by Tenant promptly after the execution thereof, whether or not Landlord's consent is required in connection therewith. No assignee or subtenant of the Premises or any portion thereof may assign or sublet the Premises or any portion thereof. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights as to any subsequent assignments and/or sublettings. Any assignment made by Tenant shall contain a covenant of assumption by the assignee running to Landlord. All reasonable legal fees and expenses incurred by Landlord in connection with any assignment or sublease proposed by Tenant, up to the sum of One Thousand Dollars (\$1,000) will be the responsibility of Tenant and will be paid by Tenant within five (5) days of receipt of an invoice from Landlord.

SECTION 11.2 LANDLORD'S RIGHTS.

11.201 If Tenant desires to sublease any portion of the Premises or assign this Lease, Tenant shall submit to Landlord (a) in writing the name of the proposed subtenant or assignee, the nature of the proposed subtenant's or

assignee's business and, in the event of a sublease, the portion of the Premises which Tenant desires to sublease, (b) if available, a current balance sheet and income statement for such proposed subtenant or assignee, (c) a copy of the proposed form of sublease or assignment, and (d) such other information as Landlord may reasonably request (collectively, the "Required Information"). Landlord shall, within fifteen (15) days after Landlord's receipt of the Required Information, deliver to Tenant a written notice (each such notice, a "Landlord Response") in which Landlord either (i) consents to the proposed sublease or assignment, or (ii) withholds its consent to the proposed sublease or assignment, which consent shall not be unreasonably withheld so long as Landlord has received all Required Information. Landlord shall be deemed to have reasonably withheld its consent to any sublease or assignment if the refusal is based on (i) Landlord's determination (in its commercially reasonable discretion) that such subtenant or assignee is not of the character or quality of a tenant to whom Landlord would generally lease space of the Project, (ii) such sublease or assignment conflicts in any manner with this Lease, including, but not limited to, the Permitted Use or Section 4.1 hereof, (iii) the proposed subtenant or assignee is a governmental entity or a medical office, (iv) the proposed subtenant's or assignee's primary business is prohibited by any non-compete clause then affecting the Project, (v) the proposed subtenant or assignee is a tenant of the Project (and Landlord has available space in the Project, or will have available space within the next 60 days, of a sufficient size to accommodate the expressed needs of such proposed subtenant or assignee), or (vi) Landlord is negotiating with the proposed subtenant or assignee to become a tenant of the Project.

SECTION 11.3 LANDLORD'S RIGHTS RELATING TO ASSIGNEE OR SUBTENANT. Without limiting Landlord's consent rights and as a condition to obtaining Landlord's consent, (i) each assignee must assume all obligations under this Lease, and (ii) each subtenant must confirm that its sublease is subject and subordinate to this Lease. If this Lease is assigned, Landlord may at its option collect directly from such assignee all rents becoming due to Tenant under such assignment and apply such rent against any sums due to Landlord by Tenant hereunder. Tenant hereby authorizes and directs any such assignee to make such payments of rent directly to Landlord upon receipt of notice from Landlord, and Tenant agrees that any such payments made by an assignee to Landlord shall, to the extent of the payments so made, be a full and complete release and discharge of rent owed to Tenant by such assignee. No direct collection by Landlord from any such assignee shall be construed to constitute a novation or a release of Tenant or any guarantor of Tenant from the further performance of its obligations hereunder. Receipt by Landlord of rent from any assignee, subtenant or occupant of the Premises or any part thereof shall not be deemed a waiver of the above covenant in this Lease against assignment and subletting or a release of Tenant under this Lease. In the event that, following an assignment or subletting, this Lease or the rights and obligations of Tenant hereunder are terminated for any reason, including without limitation in connection with default by or bankruptcy of Tenant (which, for the purposes of this Section 11.3, shall include all persons or entities claiming by or through Tenant), Landlord may, at its option, consider this Lease to be thereafter a direct lease to the assignee or subtenant of Tenant upon the terms and conditions contained in this Lease.

SECTION 11.4 PERMITTED TRANSFERS. Notwithstanding any other provision in the Lease to the contrary, Tenant shall have the right to assign this Lease, or sublet the Premises or any portion thereof, without the consent of Landlord: (i) to any entity with which Tenant may merge or consolidate, which acquires all or substantially all of the shares of stock or assets of Tenant or which is a parent or subsidiary of Tenant, or which is the successor entity in the event of a reorganization; or (ii) to any entity controlled by, controlling, or under common control with Tenant (collectively, "Affiliates"). Any such assignment or sublease shall not relieve Tenant of liability under this Lease. "Control" means the direct or indirect possession of the power to direct or cause the direction of the management or policies of an entity.

ARTICLE 12 TRANSFERS BY LANDLORD, SUBORDINATION AND TENANT'S ESTOPPEL CERTIFICATE

SECTION 12.1 SALE OF THE PROPERTY. In the event of any transfer of title to the Property, the transferor shall automatically be relieved and freed of all obligations of Landlord under this Lease accruing after such transfer, provided that the transferee expressly assumes in writing all obligations of Landlord hereunder accruing after the date of such transfer and further provided that if a Security Deposit has been made by Tenant, Landlord shall not be released from liability with respect thereto unless Landlord transfers the Security Deposit to the transferee.

SECTION 12.2 SUBORDINATION, ATTORNMENMENT AND NOTICE. This Lease is subject and subordinate (i) to each lease of all or any portion of the Property wherein Landlord is the tenant and to the lien of each mortgage and deed of trust encumbering all or any portion of the Property, regardless of whether such lease, mortgage or deed of trust now exists or may hereafter be created, (ii) to any and all advances (including interest thereon) to be made under each such lease, mortgage or deed of trust and (iii) to all modifications, consolidations, renewals, replacements and extensions of each such lease, mortgage or deed of trust; provided that the foregoing subordination to any mortgage or deed of trust placed on the Property after the date hereof shall not become effective until and unless the holder of such mortgage or deed of trust delivers to Tenant a non-disturbance agreement (which may include Tenant's agreement to attorn as set forth below) permitting Tenant, if Tenant is not then in default under, or in breach of any provision of, this Lease, to remain in occupancy of the Premises in the event of a foreclosure of any such mortgage or deed of trust. Tenant also agrees that any lessor, mortgagee (whether under a mortgage or deed of trust) or trustee may elect (which election shall be revocable) to have this Lease superior to any lease or lien of its mortgage or deed of trust and, in the event of such election and upon notification by such lessor, mortgagee or trustee to that effect, this Lease shall be deemed superior to such lease, mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of such lease, mortgage or deed of trust. Tenant shall, in the event of the sale or assignment of Landlord's interest in the Premises (except in a sale-leaseback financing transaction), or in the event of the termination of any lease in a sale-leaseback financing transaction wherein Landlord is the lessee, attorn to and recognize such purchaser, assignee or lessor as Landlord under this Lease. Tenant shall, in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of the power of sale under, any mortgage

or deed of trust covering the Premises, attorn to and recognize the purchaser at foreclosure as Landlord under this Lease. The above subordination and attornment clauses shall be self-operative and no further instruments of subordination or attornment need be required by any mortgagee, trustee, lessor, purchaser or assignee. In confirmation thereof, Tenant agrees that, upon the request of Landlord, or any such mortgagee, trustee, lessor, purchaser or assignee, Tenant shall execute and deliver whatever instruments may be required for such purposes and to carry out the intent of this Section 12.2. Landlord agrees to use its commercially reasonable efforts to obtain a subordination and non-disturbance agreement ("SNDA") from any existing ground lessor or mortgagee of the Premises, which SNDA shall be in substantially the form attached hereto as Exhibit H (or in such other form as may be reasonably required by the mortgagee of the Premises). If such SNDA is not executed by the mortgagee of the Premises and delivered to Tenant within ninety (90) days after the date of this Lease, then the Basic Rent otherwise payable hereunder shall be reduced by fifty percent (50%) until such time that the SNDA is delivered to Tenant.

SECTION 12.3 TENANT'S ESTOPPEL CERTIFICATE. Tenant shall, upon the request of Landlord or any mortgagee of Landlord (whether under a mortgage or deed of trust), without additional consideration, deliver an estoppel certificate, consisting of reasonable statements required by Landlord, any mortgagee or purchaser of any interest in the Property, which statements may include but shall not be limited to the following: this Lease is in full force and effect, with rental paid through the date specified in the certificate; this Lease has not been modified or amended; Tenant is not aware that Landlord is in default or that Landlord has failed to fully perform all of Landlord's obligations hereunder; and such other statements as may reasonably be required by the requesting party. If Tenant is unable to make any statements contained in the estoppel certificate because the same is untrue, Tenant shall with specificity state the reason why such statement is untrue. If Tenant does not return estoppel certificate to Landlord within ten (10) business days, Landlord shall have the right to charge up to a two-hundred (\$200) dollar fine to be paid by the Tenant.

ARTICLE 13 DEFAULT

SECTION 13.1 DEFAULTS BY TENANT. The occurrence of any of the events described in subsections 13.101 through 13.110 shall constitute a default by Tenant under this Lease.

- 13.101 Failure to Pay Rent. With respect to the first two (2) payments of Rent not made by Tenant when due in any twelve (12) month period, the failure by Tenant to make such payment to Landlord within five (5) business days after Landlord gives Tenant written notice specifying that the payment was not made when due; with respect to any other payment of Rent during such twelve (12) month period, the failure by Tenant to make such payment of Rent to Landlord when due shall constitute a default by Tenant, with no notice of any such failure from Landlord to Tenant being required.
- 13.102 Failure to Maintain Insurance. Except for a failure covered by subsection 13.104 below, the failure by Tenant to maintain the insurance or deliver to Landlord the evidence thereof required by this Lease, and the continuance of such failure for ten (10) business days after Landlord gives Tenant written notice thereof.
- 13.103 Failure to Perform Generally. Except for a failure covered by subsection 13.101, 13.102 or 13.104, any failure by Tenant to observe and perform any provision of this Lease to be observed or performed by Tenant where such failure continues for thirty (30) days after Landlord gives Tenant written notice of such failure, provided that if such failure by its nature cannot be cured within such thirty (30) day period, Tenant shall not be in default hereunder so long as Tenant commences curative action within such thirty (30) day period, diligently and continuously pursues the curative action and fully cures the failure within ninety (90) days after Landlord gives such written notice to Tenant.
- 13.104 Continual Failure to Perform. The third failure by Tenant in any twelve (12) month period to perform and observe a particular provision of this Lease to be observed or performed by Tenant (other than the failure to pay Rent, which in all instances will be covered by subsection 13.101 above), no notice being required for any such third failure.
- 13.105 Bankruptcy, Insolvency, Etc. Tenant or any guarantor of Tenant's obligations hereunder (hereinafter called "Guarantor", whether one or more), (i) becomes or is declared insolvent according to any law, (ii) makes a transfer in fraud of creditors according to any applicable law, (iii) assigns or conveys all or a substantial portion of its property for the benefit of creditors or (iv) files a petition for relief, or is the subject of an order for relief, under the Federal Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar law (collectively, "applicable bankruptcy law").
- 13.106 Receivership, Levy, Etc. A receiver or trustee is appointed for Tenant or Guarantor or its property; the interest of Tenant or Guarantor under this Lease is levied on under execution or under other legal process; any involuntary petition is filed against Tenant or Guarantor under applicable bankruptcy law; or any action is taken to reorganize or modify Tenant's or Guarantor's capital structure if either Tenant or Guarantor is a corporation or other entity; provided, however, no action described in this subsection 13.106 shall constitute a default by Tenant if Tenant or Guarantor shall vigorously contest the action by appropriate proceedings and shall remove, vacate or terminate the action within ninety (90) days after the date of its inception.
- 13.107 Loss of Right to do Business. Tenant fails to maintain its right to do business in the State of Texas or fails to pay any applicable franchise or business activity taxes as and when same become due and payable and such failure continues for ninety (90) days after Tenant receives notice of such default.

- 13.108 Dissolution or Liquidation. If Tenant is a corporation, partnership or limited liability company, Tenant dissolves or liquidates or otherwise fails to maintain its corporate, partnership or limited liability company structure, as applicable.

SECTION 13.2 REMEDIES OF LANDLORD.

- 13.201 Termination of the Lease. Upon the occurrence of a default by Tenant hereunder, Landlord may, without judicial process, terminate this Lease by giving written notice thereof to Tenant (whereupon all obligations and liabilities of Landlord hereunder shall terminate) and Landlord may repossess the Premises through a forcible detainer action. Landlord shall be entitled to recover all loss and damage Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise, including without limitation, accrued Rent to the date of termination and Late Charges, plus interest thereon at the rate established under Section 15.10 below from the date due through the date paid or date of any judgment or award by any court of competent jurisdiction, the unamortized cost of Tenant's Improvements, brokers' fees and commissions, attorneys' fees, moving allowances, equipment allowances and any other costs incurred by Landlord in connection with making or executing this Lease, the cost of recovering the Premises and the costs of reletting the Premises (including, without limitation, advertising costs, brokerage fees, leasing commissions, reasonable attorneys' fees and refurbishing costs and other costs in readying the Premises for a new tenant).
- 13.202 Repossession and Re-Entry. Upon the occurrence of a default by Tenant hereunder, Landlord may, without judicial process, immediately terminate Tenant's right of possession of the Premises (whereupon all obligations and liability of Landlord hereunder shall terminate), but not terminate this Lease, and through a forcible detainer action, enter upon the Premises or any part thereof, take absolute possession of the same, expel or remove Tenant and any other person or entity who may be occupying the Premises and change the locks. If Landlord terminates Tenant's possession of the Premises under this subsection 13.202, (i) Tenant shall have no further right to possession of the Premises, and (ii) Landlord will have the right to relet the Premises or any part thereof on such terms as Landlord deems advisable, taking into account the factors described in subsection 13.206. Any rent received by Landlord from reletting the Premises or a part thereof shall be applied first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord (in such order as Landlord shall designate), second, to the payment of any cost of such reletting, including, without limitation, refurbishing costs, reasonable attorneys' fees, advertising costs, brokerage fees and leasing commissions and third, to the payment of Rent due and unpaid hereunder (in such order as Landlord shall designate), and Tenant shall satisfy and pay to Landlord any deficiency upon demand therefor from time to time. No such re-entry or taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such termination is given to Tenant pursuant to subsection 13.201 above. If Landlord relets the Premises, either before or after the termination of this Lease, all such rentals received from such lease shall be and remain the exclusive property of Landlord and Tenant shall not be, at any time, entitled to recover any such rental. Landlord may at any time after a reletting elect to terminate this Lease.
- 13.203 Cure of Default. Upon the occurrence of a non-monetary default hereunder by Tenant, Landlord may, without judicial process and without having any liability therefor, enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease and Tenant agrees to reimburse Landlord on demand for any reasonable expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease.
- 13.204 Continuing Obligations. No repossession of or re-entering upon the Premises or any part thereof pursuant to subsection 13.202 or 13.203 above or otherwise and no reletting of the Premises or any part thereof pursuant to subsection 13.202 above shall relieve Tenant or any Guarantor of its liabilities and obligations hereunder, all of which shall survive such repossession or re-entering. In the event of any such repossession of or re-entering upon the Premises or any part thereof by reason of the occurrence of a default, Tenant will continue to pay to Landlord Rent required to be paid by Tenant.
- 13.205 Cumulative Remedies. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy set forth herein or otherwise available to Landlord at law or in equity and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity. In addition to the other remedies provided in this Lease and without limiting the preceding sentence, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease.
- 13.206 Mitigation of Damages. For purposes of determining any recovery of rent or damages by Landlord that depends upon what Landlord could collect by using reasonable efforts to relet the Premises, whether the determination is required under subsections 13.201 or 13.202 or otherwise, it is understood and agreed that
- (a) Landlord may reasonably elect to lease other comparable, available space in the Project, if any, before reletting the Premises.
 - (b) Landlord may reasonably decline to incur out-of-pocket costs to relet the Premises, other than customary market tenant allowances, leasing commissions and legal fees for the negotiation of a lease with a new tenant.

(c) Landlord may reasonably decline to relet the Premises at rental rates below then prevailing market rental rates, because of the negative impact lower rental rates would have on the value of the Project and because of the uncertainty of actually receiving from Tenant the greater damages that Landlord would suffer from and after reletting at the lower rates.

(d) Before reletting the Premises to a prospective tenant, Landlord may reasonably require the prospective tenant to demonstrate the same financial wherewithal that Landlord would require as a condition to leasing other space in the Project to the prospective tenant.

(e) Identifying a prospective tenant to relet the Premises, negotiating a new lease with such tenant and making the Premises ready for such tenant will take time, depending upon market conditions when the Premises first become available for reletting, and during such time no one can reasonably expect Landlord to collect anything from reletting.

(f) Listing the Premises with a broker who actively markets the Premises constitutes reasonable efforts on the part of Landlord to relet the Premises.

13.207 Intentionally Omitted.

13.208 Tenant's Default. Anything in this Lease to the contrary notwithstanding, if Tenant is in default hereunder, Landlord shall not be entitled to receive from Tenant any consequential, special or punitive costs or damages incurred by Landlord as a result of Tenant's default, except as expressly provided in Section 1.4 hereof.

SECTION 13.3 DEFAULTS BY LANDLORD. Landlord shall be in default under this Lease if Landlord fails to perform any of its obligations hereunder and such failure continues for a period of thirty (30) days after Tenant gives written notice stating that Landlord is in breach of this Lease and stating the breach with specificity to Landlord and each mortgagee who has a lien against any portion of the Property and whose name and address has been provided to Tenant, provided that if such failure cannot reasonably be cured within such thirty (30) day period, Landlord shall not be in default hereunder if the curative action is commenced within such thirty (30) day period and is thereafter diligently pursued until cured, up to a maximum of ninety (90) days.

SECTION 13.4 LANDLORD'S LIABILITY.

13.401 Tenant's Rights in Respect of Landlord Default. Tenant is granted no contractual right of termination by this Lease, except to the extent and only to the extent expressly set forth in other Sections of this Lease. If Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the right, title and interest of Landlord in the Property as the same may then be encumbered and Landlord shall not be liable for any deficiency. In no event shall Landlord be liable to Tenant for consequential or special damages by reason of a failure to perform (or a default) by Landlord hereunder or otherwise. In no event shall Tenant have the right to levy execution against any property of Landlord other than its interest in the Property as above provided.

13.402 Certain Limitations on Landlord's Liability. Landlord shall not be liable to Tenant for any claims, actions, demands, costs, expenses, damage or liability of any kind which (i) are caused by tenants or any persons either in the Premises or elsewhere in the Project (unless caused by Landlord's negligence in the Common Areas) or by occupants of property adjacent to the Project or Common Areas or by the public or by the construction of any private, public or quasi-public work, or (ii) are caused by any theft or burglary at the Premises or the Property.

SECTION 13.5 WAIVER OF TEXAS DECEPTIVE TRADE PRACTICES ACT

TENANT HEREBY WAIVES ALL ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT, SECTION 17.41 ET. SEQ. OF THE TEXAS BUSINESS AND COMMERCE CODE (THE "DTPA"), A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF TENANT'S OWN SELECTION, TENANT VOLUNTARILY CONSENTS TO THIS WAIVER.

Accordingly, Tenant's rights and remedies with respect to the transactions contemplated under this Lease shall be governed by legal principles other than the DTPA. The foregoing waiver by Tenant shall also be binding on any permitted assignee, subtenant or successor of Tenant under this Lease. The provisions of this Section shall survive any termination of this Lease.

ARTICLE 14 NOTICES

Any notice or communication required or permitted in this Lease shall be given in writing, sent by (a) personal delivery, with proof of delivery, or (b) recognized overnight delivery service, addressed as set forth in the Basic Lease Information, or to such other address or to the attention of such other person as shall be designated from time to time in writing by the applicable party and sent in accordance herewith. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of overnight delivery service, on the next business day after deposit with the courier. Reference is made to Section 13.3 of this Lease for other provisions governing notices.

ARTICLE 15
MISCELLANEOUS PROVISIONS

SECTION 15.1 PROJECT NAME AND ADDRESS. Tenant shall not, without the written consent of Landlord, use the name of the Project for any purpose other than as the address of the business to be conducted by Tenant in the Premises and in no event shall Tenant acquire any rights in or to such names. Landlord shall have the right at any time to change the name, number or designation by which the Project are known.

SECTION 15.2 SIGNAGE. Landlord shall maintain a tenant directory in the main Building E lobby, and shall provide Tenant one identification strip in such directory, setting forth Tenant's name and location. Tenant shall not otherwise inscribe, paint, affix or display any signs, advertisements or notices on or in the Building E or the Premises, except for such tenant identification information adjacent to the access door or doors to the Premises which Landlord approves in advance. Without limiting Landlord's approval rights, Landlord may withhold approval of any Tenant sign as Landlord considers necessary to preserve Landlord's aesthetic standards for the Project. All signs permitted hereunder shall constitute Installations and shall be subject to the provisions of subsection 6.303, including without limitation Landlord's rights under such subsection to perform and charge for the work necessary to complete Installations.

SECTION 15.3 NO WAIVER. No waiver by Landlord or by Tenant of any provision of this Lease shall be deemed to be a waiver by either party of any other provision of this Lease. No waiver by Landlord or Tenant of any breach by the other party shall be deemed a waiver of any subsequent breach of the same or any other provision. The failure of Landlord or Tenant to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant. Tenant's consent to or approval of any act by Landlord requiring Tenant's consent or approval shall not be deemed to render unnecessary the obtaining of Tenant's consent to or approval of any subsequent act of Landlord. No act or thing done by Landlord or Landlord's agents during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, unless done in writing signed by Landlord. The acceptance of any Rent by Landlord following a breach of this Lease by Tenant shall not constitute a waiver by Landlord of such breach or any other breach. No waiver by Landlord or Tenant of any provision of this Lease shall be deemed to have been made unless such waiver is expressly stated in writing signed by the waiving party. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Rent due under this Lease shall be deemed to be other than on account of the earliest Rent due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy which may be available to Landlord.

SECTION 15.4 APPLICABLE LAW. This Lease shall be governed by and construed in accordance with the laws of the State of Texas.

SECTION 15.5 COMMON AREAS. "Common Areas" shall mean all areas, spaces, facilities and equipment (whether or not located within the Buildings) made available by Landlord for the common and joint use of Landlord, Tenant and others designated by Landlord using or occupying space in the Project, including but not limited to, tunnels, walkways, sidewalks and driveways necessary for access to the Buildings, building lobbies, the Outdoor parking lot, landscaped areas, public corridors, public rest rooms, building stairs, elevators open to the public, service elevators (provided that such service elevators shall be available only for tenants of the Buildings and others designated by Landlord), drinking fountains and any such other areas and facilities as are designated by Landlord from time to time as Common Areas. "Service Corridors" shall mean all loading docks, loading areas and all corridors that are not open to the public but which are available for use by Tenant and others designated by Landlord. "Service Areas" will refer to areas, spaces, facilities and equipment serving the Buildings (whether or not located within the Buildings) but to which Tenant and other occupants of the Buildings will not have access, including, but not limited to, mechanical, telephone, electrical and similar rooms and air and water refrigeration equipment. Tenant is hereby granted a nonexclusive right to use the Common Areas and Service Corridors during the term of this Lease for their intended purposes, in common with others designated by Landlord, subject to the terms and conditions of this Lease, including, without limitation, the Rules and Regulations and the Garage Parking Agreement attached hereto as Exhibit F. The Buildings, Common Areas, Service Corridors and Service Areas will be at all times under the exclusive control, management and operation of the Landlord. Tenant agrees and acknowledges that the Premises (whether consisting of less than one floor or consisting of one or more full floors within Building E) do not include, and Landlord hereby expressly reserves for its sole and exclusive use, any and all mechanical, electrical, telephone and similar rooms, janitor closets, elevator, pipe and other vertical shafts and ducts, flues, stairwells, any area above the acoustical ceiling and any other areas not specifically shown on Exhibit B as being part of the Premises.

SECTION 15.6 SUCCESSORS AND ASSIGNS. Subject to Article 11 hereof, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

SECTION 15.7 BROKERS. Tenant warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease other than Cresa Partners ("Tenant's Broker"), and that it knows of no other real estate brokers or agents who are or claim to be entitled to a commission in connection with this Lease. Tenant agrees to defend, indemnify and hold harmless Landlord from and against any liability or claim, whether meritorious or not, arising with respect to any such broker and/or agent known to Tenant and not so named. Landlord has agreed to pay the fees of Tenant's Broker strictly in accordance with and subject to the terms and conditions of the written commission agreement attached hereto as Exhibit G.

SECTION 15.8 SEVERABILITY. If any provision of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the application of such provisions to other persons or circumstances and the remainder of this Lease shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

SECTION 15.9 EXAMINATION OF LEASE. Submission by Landlord of this instrument to Tenant for examination or signature does not constitute a reservation of or option for lease. This Lease will be effective as a lease only upon execution by and delivery to both Landlord and Tenant.

SECTION 15.10 TIME. Time is of the essence in this Lease and in each and all of the provisions hereof. Whenever a period of days is specified in this Lease, such period shall refer to calendar days unless otherwise expressly stated in this Lease. If any date provided under this Lease for performance of an obligation or expiration of a time period is a Saturday, Sunday or a holiday generally recognized by businesses, the obligation shall be performed or the time period shall expire, as the case may be, on the next succeeding business day. The "date of this Lease" shall mean the date of execution hereof, as set forth on the signature page hereof.

SECTION 15.11 DEFINED TERMS AND MARGINAL HEADINGS. The words "Landlord" and "Tenant" as used herein shall include the plural as well as singular. If more than one person is named as Tenant, the obligations of such persons are joint and several. The headings and titles to the articles, sections and subsections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

SECTION 15.12 AUTHORITY OF TENANT. Tenant and each person signing this Lease on behalf of Tenant represent to Landlord as follows: Tenant, if a corporation, is duly incorporated and legally existing under the laws of the state of its incorporation and is duly qualified to do business in the State of Texas. Tenant, if a limited liability company, is duly organized and legally existing under the laws of the state of its organization and is duly qualified to do business in the State of Texas. Tenant, if a partnership or joint venture, is duly organized under the Texas Revised Partnership Act. Tenant, if a limited partnership, is duly organized under the Texas Revised Limited Partnership Act or, if organized under the laws of a state other than Texas, is qualified under the Texas Revised Limited Partnership Act. Tenant has all requisite power and all governmental certificates of authority, licenses, permits, qualifications and other documentation to lease the Premises and to carry on its business as now conducted and as contemplated to be conducted. Each person signing on behalf of Tenant is authorized to do so. The foregoing representations in this Section 15.12 shall also apply to any corporation, partnership, joint venture or limited partnership which is a general partner or joint venturer of Tenant.

SECTION 15.13 FORCE MAJEURE. Whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant, the party taking the action shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes which are beyond the reasonable control of such party; provided, however, in no event shall the foregoing apply to the financial obligations of either Landlord or Tenant to the other under this Lease, including Tenant's obligation to pay Basic Annual Rent, Additional Rent or any other amount payable to Landlord hereunder.

SECTION 15.14 RECORDING. This Lease shall not be recorded. However, Landlord shall have the right to record a short form or memorandum hereof, at Landlord's expense, at any time during the term hereof and, if requested, Tenant agrees (without charge to Landlord) to join in the execution thereof.

SECTION 15.15 PARKING. Exhibit F attached hereto sets forth agreements between Landlord and Tenant relating to parking.

SECTION 15.16 ATTORNEYS' FEES. In the event of any legal action or proceeding brought by either party against the other arising out of this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in such action (including, without limitation, all costs of appeal) and such amount shall be included in any judgment rendered in such proceeding.

SECTION 15.17 NO LIGHT, AIR OR VIEW EASEMENT. Any diminution or shutting off of light, air or view by any structure which may be erected on the Property or lands adjacent to the Property shall in no way affect this Lease or impose any liability on Landlord (even if Landlord is the adjacent land owner).

SECTION 15.18 SURVIVAL OF INDEMNITIES. Each indemnity agreement and hold harmless agreement contained herein shall survive the expiration or termination of this Lease.

SECTION 15.19 ENTIRE AGREEMENT. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease and no prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Lease effective as of the Date of Lease set forth in the Basic Lease Information.

LANDLORD:

SAGE-MONTEREY OAKS, LTD., a Texas limited partnership

By: Sage Land Company, Inc., its General Partner

By: 

Name: Peter A. Lamy

Title: Chairman of the Board

TENANT:

ACCENTURE LLP, an Illinois limited liability partnership

By: Accenture, Inc., a Delaware corporation

Its: General Partner

By: 

Name: JOHN M. HOGAN

Title: Authorized Signatory

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EXHIBIT A
LAND LEGAL DESCRIPTION

LOT 3A. BLOCK "A", AMENDED PLAT OF LOTS 1,2,3 AND 4, BLOCK "A" WESTFIELD CENTER SECTION THREE, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 101, Page(s) 254-256 of the Plat Records of Travis County, Texas

EXHIBIT B

FLOOR PLAN

Landlord and Tenant agree that the attached Floor Plan is the Floor Plan for the Premises:

Building E, Suite 530
37,800 SF

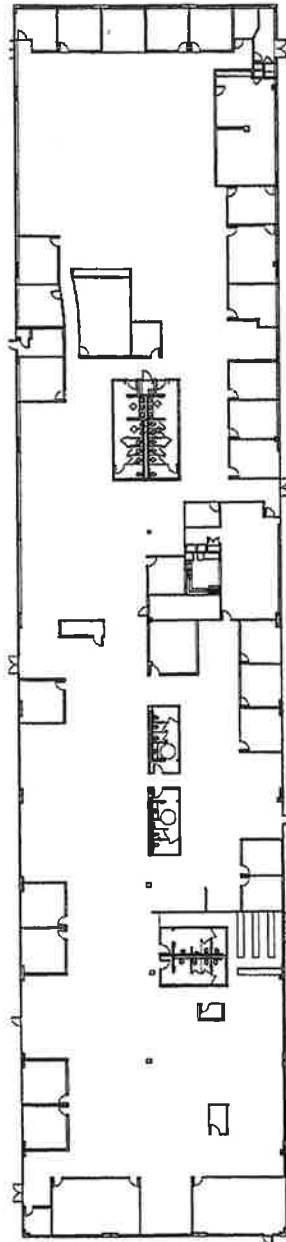


EXHIBIT C

WORK LETTER

This Work Letter (herein so called) is attached to and a part of that certain Office Lease dated as of October 5, 2012 (the "Lease"), executed by and between SAGE MONTEREY OAKS, LTD ("Landlord") and ACCENTURE LLP ("Tenant"). Any capitalized term not defined herein shall have the meaning assigned to it in the Lease.

I. Improvements to Premises. Except as expressly provided in Section 1.202 of the Lease, Landlord is not required to make any additional improvements to the Premises; provided, however, Tenant may, at its sole cost and expense (but subject to the Tenant Allowance as set forth hereinbelow), make interior improvements (the "Tenant Improvements") to the Premises in accordance with plans and specifications approved in advance by Landlord (the "Plans"), which approval shall not be unreasonably withheld or delayed. The Tenant Improvements shall include such improvements and alterations are necessary to cause the restrooms in the Premises to be in compliance with the Disability Acts and other applicable laws, codes and regulations. Furthermore, Landlord and Tenant hereby acknowledge and agree that Tenant shall use only such contractors and subcontractors as are approved by Landlord for the construction of the Tenant Improvements. Tenant shall be responsible for the entire cost of the design, construction and permitting of the Tenant Improvements. Tenant shall promptly pay all contractors and subcontractors for the Tenant Improvements, and shall not permit or suffer the filing of any mechanic's or materialmen's liens against the Premises or Project in connection with the Tenant Improvements. Upon completion of the Tenant Improvements, Tenant shall present Landlord with paid invoices for the Tenant Improvements and lien waivers from the contractors and subcontractors for the Tenant Improvements.

II. Tenant Improvement Allowance. Landlord shall reimburse Tenant (or at Tenant's direction, pay Tenant's contractors, materialmen and architect directly) up to \$482,500.00 of all hard and soft costs incurred by Tenant in connection with the construction and installation of the Tenant Improvements (the "Tenant Allowance"), which may be used toward all costs associated with the Tenant Improvements, including, but not limited to construction costs, architectural/engineering fees, permitting fees, general contractor costs, and any and all other costs associated with the Tenant Improvements. Landlord shall deliver the Tenant Allowance to Tenant (or pay Tenant's designees), in not more than three (3) installments, within thirty (30) days after the receipt of not less than \$100,000 of invoices for the Tenant Improvements and lien waivers from the contractors and subcontractors for the Tenant Improvements. With Tenant's final draw request, Tenant shall provide Landlord a copy of the certificate of occupancy for the Premises issued by the City of Austin, Texas and all remaining final lien waivers. Tenant shall have the right to utilize up to \$94,500 from the Tenant Allowance for teledata cabling or other relocation expenses. If Landlord shall fail to pay all or any portion of the Tenant Improvement Allowance to Tenant or other payee properly designated by Tenant when any such payment is due and owing, Tenant shall give Landlord written notice of the failure and Landlord shall have thirty (30) days after receipt of the notice to cure the breach. If Landlord does not cure the breach within such thirty (30) day period, Tenant may elect to reimburse itself for costs already paid by Tenant or pay some or all of the sums due and owing to the proper payees, and offset such payments plus interest at ten percent (10%) per year, against the next due installments of Rent. Election by Tenant to offset against Rent shall not be construed as an election of remedies and Tenant may pursue all other legal and equitable remedies available to it arising out of Landlord's failure to pay the Tenant Improvement Allowance.

III. Miscellaneous.

(a) Landlord's approval of the Plans shall not be deemed a warranty as to the adequacy or legality of the design, and Landlord hereby disclaims any responsibility or liability for the same.

(b) Tenant shall cause its contractor to apply for any building permits required for Tenant's Improvements which are issued pursuant to a local building code. If the Plans must be revised in order to obtain such building permits, Tenant shall promptly arrange for the Plans to be revised to satisfy the building permit requirements and shall submit the revised Plans to Landlord for approval. Landlord shall have no obligation to apply for any zoning, parking or sign code amendments, approvals, permits or variances, or any other governmental approval, permit or action. Delays in achieving substantial completion of the Tenant Improvements shall in no event delay the Commencement Date or the commencement of Tenant's obligations to pay Rent under the Lease.

(c) If Tenant shall desire any changes, alterations, or additions to the Plans after they have been approved by Landlord, Tenant shall submit a detailed written request or revised Plans to Landlord for approval. If reasonable and practicable and generally consistent with the Plans theretofore approved, Landlord shall not unreasonably withhold approval.

EXHIBIT D

ACCEPTANCE OF PREMISES MEMORANDUM

This Acceptance of Premises Memorandum is being executed pursuant to that certain Office Lease (the "Lease") dated as of October 5, 2012, between SAGE-MONTEREY OAKS, LTD ("Landlord") and ACCENTURE LLP, an Illinois limited liability partnership ("Tenant"), pursuant to which Landlord leased to Tenant and Tenant leased from Landlord certain space in Monterey Oaks Corporate Park (the "Project"). Landlord and Tenant hereby agree that:

1. Tenant has accepted delivery of the Premises. Tenant acknowledges that the Premises are satisfactory in all respects and are suitable for the Permitted Use. Tenant acknowledges that Tenant has inspected the Premises and, except for latent defects discovered and reported to Landlord by Tenant within 180 days from the Commencement Date, (i) Tenant hereby accepts the Common Areas in "as is" condition for all purposes and (ii) Tenant hereby accepts the Premises for all purposes.
2. The Commencement Date of the Lease is November 1, 2012. If the Commencement Date stipulated in the Basic Lease Information is different than the date set forth in the preceding sentence, then the date set forth in the preceding sentence is hereby substituted in place of the Commencement Date stipulated in the Basic Lease Information.
3. The Expiration Date of the Lease is January 31, 2018. If the Expiration Date stipulated in the Basic Lease Information is different than the date set forth in the preceding sentence, then the date set forth in the preceding sentence is hereby substituted in place of the Expiration Date stipulated in the Basic Lease Information.
5. All capitalized terms not defined herein shall have the respective meanings assigned to them in the Lease.

Agreed and executed this 15th day of October, 2012.

LANDLORD:

SAGE-MONTEREY OAKS, LTD., a Texas limited partnership

By: Sage Land Company, Inc., its General Partner

By: 

Name: Peter A. Lamy

Title: Chairman of the Board

TENANT:

ACCENTURE LLP, an Illinois limited liability partnership

By: Accenture, Inc., a Delaware corporation

Its: General Partner

By: 

Name: John M. Hogan

Title: Authorized Signatory

EXHIBIT E

RULES AND REGULATIONS

1. Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed by tenants or their employees, agents, contractors or invitees, or used for any purpose other than ingress and egress to and from their leased premises and for going from one part of the Project to another.

2. Plumbing fixtures and appliances shall be used only for the purposes for which constructed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Any stoppage or damage resulting to any such fixtures or appliances from misuse on the part of a tenant or such tenant's employees, agents, contractors or invitees shall be paid by such tenant.

3. No nails, hooks or screws shall be driven into or inserted in any part of the Buildings, except by building maintenance personnel, except in connection with the hanging of pictures or artwork.

4. Smoking of cigarettes, pipes, cigars or other tobacco products is prohibited anywhere within the Common Areas, including without limitation lobbies, rest rooms, stairways and corridors; provided, however, Landlord may, from time to time, designate certain portions of the Common Areas as "Designated Smoking Areas", in which event smoking shall be permitted in only such areas. A tenant may allow smoking within its own premises pursuant to its own established smoking policy, provided that such smoking complies with all applicable laws, ordinances, codes and regulations and does not interfere with other tenants' peaceful enjoyment of their premises; further provided, however, in the event that Landlord determines that smoking within certain premises interferes with another tenant's use and enjoyment of its premises, then Landlord may prohibit such smoking in the premises by such tenant.

5. No tenant may place any partitions on its leased premises which exceed twenty (20) pounds per square foot live load, nor may any tenant place any equipment, furniture, safes, filing systems or other property on its leased premises which exceeds fifty (50) pounds per square foot live load. All damage done to the Premises by the improper placing of heavy items which overstress the floor will be repaired at the sole expense of the tenant.

6. All movement of safes, equipment, furniture, freight or bulky items of any description shall be performed by persons approved by Landlord under the supervision of Landlord during the hours and according to such routes and methods as Landlord designates from time to time. Each tenant shall notify Landlord prior to the delivery of any such items. Landlord may check the weight and position of safes and other heavy items to assure compliance with these Rules and Regulations and the tenant's lease, and all such items shall stand on weight distribution devices approved by Landlord. Landlord reserves the right to inspect all freight to be brought into the Project and to exclude from the Project all freight which violates any of these Rules and Regulation or the tenant's lease. All damages done to the Project by the movement or positioning of any property of a tenant will be repaired at the expense of such tenant and Landlord will not be liable for the acts of any person engaged in, or any damage or loss of any property or person resulting from, any act in connection with such movement or positioning. All hand trucks and dollies used in the Project by a tenant or its employees, agents, contractors or invitees must be equipped with rubber tires, and all such hand trucks must be equipped with side guards.

7. Corridor doors, when not in use, shall be kept closed.

8. Each tenant shall cooperate with Project employees in keeping the premises neat and clean. Each tenant shall assist in preventing any hindrance of the work of the janitor or cleaning personnel after normal business hours of the Project established by Landlord, and shall provide adequate waste and rubbish receptacles to facilitate cleaning services. Landlord may permit entrance to each tenant's leased premises by use of pass keys controlled by Landlord or its employees, contractors or service personnel for the purpose of performing Landlord's janitorial services.

9. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds, animals or reptiles, or any other creatures, shall be brought into or kept in or about the Project, except for seeing eye dogs assisting the disabled.

10. Neither fire arms, nor weapons, nor flammable, explosive or other hazardous liquids or materials shall be brought into any leased premises or into the Project without the prior written consent of Landlord.

11. Tenants shall not make or permit any unseemly, disturbing or improper noises in the Project, or otherwise interfere in any way with other tenants, or persons having business with them.

12. Canvassing, soliciting and peddling in the Project are prohibited and each tenant will cooperate with Landlord to prevent same.

13. No tenant shall sell lottery tickets or conduct any other form of gambling from or within its leased premises or any other part of the Project.

14. Tenants shall not use or keep in the Premises any illuminating material unless it is battery powered, UL approved, or any inflammable or explosive fluid or substance.

15. Tenants, employees or agents, or anyone else who desires to enter the Buildings after normal business hours may be required to sign in upon entry and sign out upon leaving, giving the location during their stay and their time of arrival and departure.

16. Landlord has the right to evacuate the Project in event of emergency or catastrophe or when required by any governmental authority.

17. Landlord will not be responsible for personal property, equipment, money or jewelry lost or stolen from the Premises.

18. No bicycles, motorcycles or similar vehicles will be allowed in the Buildings.

19. Tenants will not locate furnishings or cabinets adjacent to mechanical or electrical access panels or doors or over air conditioning outlets so as to prevent operating personnel from servicing such units as routine or emergency access may require. Cost of moving such furnishings for Landlord's access will be for the tenant's account. The lighting and air conditioning equipment of the Buildings will remain the exclusive charge of the building designated personnel.

20. Each tenant will promptly notify Landlord of any accident which occurs and any defect or repair or maintenance required in the tenant's leased premises, regardless of who is responsible under the tenant's lease for taking corrective action.

21. No portion of the Project or any leased premises shall be used for the purpose of sleeping or lodging.

22. No vending machines or dispensing machines of any kind will be placed in the leased premises by a tenant without Landlord's prior written consent, except in Tenant's break room or kitchen.

23. No tenant, without Landlord's prior written consent, will (a) permit any cooking on the tenant's leased premises other than warming of pre-cooked food by the tenant's employees for consumption on the leased premises, (b) operate any restaurant, luncheonette, cafeteria or other kitchen facility for the sale or service of food or beverages to the tenant's employees or others, or (c) cause or permit any odors of cooking or other processes or any unusual or objectionable odors to emanate from the leased premises. No food or beverages will be carried in the Common Areas or elevators except in closed containers.

24. From time to time upon Landlord's request, each tenant, at the tenant's expense, will cause its leased premises to be exterminated to the satisfaction of, and by exterminators approved by, Landlord. A tenant will not otherwise exterminate its leased premises without the prior written consent of Landlord.

Landlord reserves the right to rescind any of these Rules and Regulations and make such other rules and regulations as in the judgment of Landlord shall from time to time be needed for the management, safety, protection, care and cleanliness of, and the preservation of good order and protection of property in, the Buildings, which rules and regulations when made and notice thereof given to a tenant shall be binding upon the tenant in like manner as if originally herein prescribed. In the event of any conflict or inconsistency between the terms and provisions of these Rules and Regulations, as now or hereafter in effect, and the terms and provisions of any lease now or hereafter in effect between Landlord and any tenant in the Buildings, Landlord may enforce the term or provision in either such lease or such Rules and Regulations which is most restrictive on such tenant.

EXHIBIT F

PARKING AGREEMENT

This Exhibit is attached to and a part of that certain Office Lease dated as of October 5, 2012 (the "Lease"), executed by and between SAGE-MONTEREY OAKS, LTD. ("Landlord") and Accenture LLP ("Tenant"). Any capitalized term not defined herein shall have the meaning assigned to it in the Lease. Landlord and Tenant agree as follows:

1. **Parking Spaces.** So long as the Lease shall remain in effect, Tenant or persons designated by Tenant shall have the right (but not the obligation) to use during the Term of the Lease, on an unreserved and non-exclusive basis, up to three hundred and two (302) parking spaces in the Outdoor Parking Lot and the parking lot of the adjoining church. Landlord represents and warrants that it has obtained the use of approximately 220 parking spaces in the parking lot of the adjoining church, for Tenant's non-exclusive use during regular business hours Monday through Friday.
2. **Damage to or Condemnation of Outdoor Parking Lot.** If Landlord fails or is unable to provide any parking space to Tenant in the Outdoor Parking Lot because of damage or condemnation, such failure or inability shall not constitute a default or breach by Landlord under the Lease so long as Landlord makes good faith efforts to provide reasonable alternative parking.

EXHIBIT G



PYRAMID PROPERTIES, INC. JANITORIAL SPECIFICATIONS – SCOPE OF SERVICES

The intent of this Scope of Services is to establish janitorial guidelines for our contractors at our various building locations. This should be used only as a guide for services and duties or obligations may vary from location to location.

I. GENERAL REQUIREMENTS:

- A. **Contract:** Pyramid Properties, Inc. is agent for owner and agreement will be executed between the owner and the janitorial contractor. Janitorial contractor shall maintain specified properties in a first class property management operation. It is vital that janitorial services be performed in a professional manner consistent with Janitorial Maintenance industry standards.
- B. **Hours of Service:** Janitorial Services are to be provided on a daily basis, five (5) days per week, Monday through Friday and will not interfere with regular business hours. Emergency services must be available throughout the year.
- C. **Reporting:** On-site or account supervisor will provide management with a daily report noting any corrections, contact with tenants, special problems, duties performed and other information as requested from management. The on-site or account supervisor will also be responsible for day-porter/day-maid schedules and duties if applicable.
- D. **Storage:** Management will allow janitorial supplies and equipment to be stored in designated janitorial closets only in building. Contractor will maintain these areas in a clean orderly manner at all times during contract period. Any supplies stored in these areas will require appropriate MSDS sheets as required by OSHA standards and will be posted so management and contractor can obtain this data at any time.
- E. **Monthly Square Footage Reports:** Management will provide contractor with a cleanable monthly square footage report so that contractor may properly bill owner each month and know what tenant areas they are responsible for cleaning. Should a tenant vacate a contracted area during the month, management will notify contractor of reduction in square footage. If owner has already been billed for such square footage, the next month's bill will reflect a pro-ration for cleanable square footage. All additions and deletions to cleanable monthly square footage must come from the management company's representative.
- F. **Protection and Damage:** Contractor is solely responsible for all damages to persons and/or property that occur in connection with contracted work performed. Damage of any kind that may occur to any office equipment or other personal property on contracted property as a result of Contractor's actions, operations or its employees will be Contractor's expense. Contractor shall observe, maintain and comply with all safety precautions, including but not limited to OSHA standards.

II. CONTRACTOR RULES:

- A. No janitorial employee shall disturb or move any personal items or papers on a tenant's desk or work area.
- B. No janitorial employee shall use a tenant's coffee, coffee break area, office equipment including copiers, computer, or phones. Tenant's personal items such as radios are also not to be used.
- C. Suite doors will be left locked at all times, including when janitorial personnel are cleaning the suite for security purposes. Access to suites by janitorial personnel will be with pass keys and/or access cards only.
- D. All cleaning equipment used by janitorial company will meet OSHA standards. Safety equipment will also be supplied to janitorial employees by Contractor to meet OSHA standards, such as rubber gloves, safety goggles, etc. as necessary for the job being performed.
- E. Trash containers used by janitorial company to move trash to the dumpster area shall be water-tight.
- F. Material Safety Data Sheets will be provided to Manager and posted in all janitorial rooms where products are stored for all products used by Contractor.
- G. Contractor will provide the management company with appropriate insurance certificate with correct coverage amounts as outlined in the contract.
- H. Contractor will keep all recyclables separated from trash and will dispose of each of these in the proper receptacles as provided by the building.

III. DAILY CLEANING SCOPE OF SERVICES

LOBBIES, CORRIDORS AND STAIRWELLS:

- A. Sweep and clean building entrances. All carpeted entrances and floor mats will be vacuumed nightly and spots on carpets will be removed. All tiled entrances will be dust mopped and mopped.
- B. Clean and remove smudges from entry glass doors.
- C. Polish all entry handles, door plates and metal trims.
- D. Wipe all glass, wood or metal doors and door jambs.
- E. Empty all ash urns by entrance doors, wipe clean and polish. Empty and replace sand in urns as needed. (Contractor supplies sand as part of janitorial supplies)
- F. Empty all trash receptacles, clean container with clean, damp cloth and replace plastic liner. (Contractor supplies liners as part of janitorial supplies)
- G. Remove all debris, including trash and cigarette butts, from landscaped pots and planters outside entrance doors.

- H. Dust and clean all horizontal surfaces under seven (7) feet.
- I. Clean and remove smudges and marks on walls and wall coverings.
- J. Clean and polish furniture as needed.
- K. Wipe all directory boards in elevator lobbies.
- L. Wipe clean all fire extinguisher cabinets and glass. (Report broken glass or missing extinguishers.
- M. Clean and polish all elevator doors, jambs, call plates, call lanterns and elevator tracks.
- N. Dust and clean all lobby and corridor signage.
- O. Report and burned out lights, vandalism, or broken items.
- P. Secure all doors and turn off any lighting upon completion of work.
- Q. Police all stairwells throughout the entire building and keep in a clean condition.

TENANT OFFICES:

- A. Remove hand spots or smudges from entry doors and partition glass throughout the office.
- B. Damp mop all non-carpeted areas.
- C. Vacuum and spot clean carpets in all traffic areas, removing staples and any other debris.
- D. DO NOT ERASE any blackboards or marker boards unless directly requested by the tenant.
- E. Dust window sills and ledges.
- F. Dust all horizontal surfaces below seven (7) feet, including furniture, equipment, conference tables, counters and desks. DO NOT dust any surface that is cluttered with paperwork.
- G. Empty all wastebaskets and carry trash to designated area for removal and replace liners. NOTE: Recycling materials need to be dumped in the designated recycling bins and kept separate from trash. Trash needs to be dumped in designated trash dumpsters.
- H. Clean and wipe down all kitchen table tops, counters, sinks, cabinets, refrigerator if surfaces are clear. DO NOT turn on any dishwasher in the tenant space.
- I. Report any burned out lights.
- J. Perform any additional services as requested by the tenant and bill as necessary.
- K. When leaving the suite, shut off all lights, lock any interior doors as requested by tenant and lock all entrance doors.

RESTROOMS:

- A. Dust and clean restroom signage and doors.
- B. Vacuum any restroom vestibules and remove spots
- C. Wet mop and disinfect tile floor, paying attention to areas under urinals and toilet bowls.
- D. Clean alkaline deposits and soap spills from floor tile grout.
- E. Wash and disinfect all basins, urinals, and toilet bowls.
- F. Clean underside rims of urinals and toilet bowls.
- G. Wash both sides of toilet seats with soap and water and disinfect.
- H. Empty, clean, sanitize, and polish all feminine waste baskets and paper towel dispensers, including replacing liners.
- I. Clean and polish all mirrors.
- J. Dust ledges, base boards and partitions.
- K. Fill all toilet paper dispensers, soap dispensers, sanitary napkin and paper towel dispensers.
- L. Report any burned out lights, leaking faucets, running plumbing or any other maintenance items.
- M. Janitor carts are NOT to be brought into restrooms or used to prop open doors. Please use appropriate signage such as "Restroom Closed for Cleaning" or a rubber stop to hold open door.
- N. Wipe all kick plates, door handles/knobs, metal fixtures and shine all chrome.
- O. Dust all light fixtures, louvers and ventilating grills.

ELEVATORS:

- A. Vacuum and clean all spots and stains from carpet.
- B. Dust and clean baseboards.
- C. Dust and polish all metal with approved polish (no abrasives).
- D. Damp wipe and remove all spots and fingerprints from doors and walls (interior and exterior).
- E. Dust and clean elevator ceilings and lights.
- F. Elevator threshold will be cleaned and polished nightly.
- G. Dust, disinfect and clean emergency phone and compartments.
- H. Remove gum, stains or debris from ceilings, handrails and elevator tracks.
- I. Clean all call buttons, call plates, and signage.
- J. Report any burned out lights or elevator malfunctions.

IV. WEEKLY CLEANING SCOPE OF SERVICES

LOBBIES, CORRIDORS AND STAIRWELLS:

- A. Clean and polish all entry metal and sills.
- B. Dust and clean/polish all baseboards.
- C. Spot clean all carpets.
- D. Dust all ledges and exit signs.
- E. Dust all walls above seven (7) feet.
- F. Sweep down all stairs and landings.
- G. Dust all handrails, banisters, and ledges.
- H. Clean all walls of fingerprints and smudge marks.

- I. Dust and clean stairwell signage.

TENANT OFFICES:

- A. Damp wipe all interior doors.
- B. Detail vacuum entire carpet area; remove staples and other debris.
- C. Dust all ledges, file-cabinets, baseboards and sills under seven (7) feet that are clear of paperwork.
- D. Dust all lower parts of furniture.
- E. Detail clean all kitchen areas.

RESTROOMS:

- A. Wash down all walls.
- B. Wash all waste containers and disinfect.
- C. Clean and polish all doors, door plates and hardware.
- D. Pour clean water down floor drains to prevent sewer gas smells.

V. MONTHLY CLEANING SCOPE OF SERVICES

LOBBIES, CORRIDORS AND STAIRWELLS:

- A. Clean all ceiling vents and grills
- B. Dust high ceiling corners and entry ways.
- C. Dust and clean light fixture and covers (interior and exterior).
- D. Strip, reseal or re-wax common area floors as necessary.
- E. Shampoo carpet areas as necessary.
- F. Dust and clean all fire lobby doors inside and out.
- G. Polish door floor plates.
- H. Clean/Polish all wood doors and base boards with oil based wood product.
- I. Wet mop all stairs and landings.
- J. Clean baseboards in stairwells as necessary.
- K. Dust and clean all light fixtures in stairwells.
- L. Dust and clean all emergency fire equipment.

TENANT OFFICES:

- A. Clean all partitions and doors, door jambs, floor plates, glass and mirrors from floor to ceiling.
- B. Dust all ledges, wall moldings, shelves over seven (7) feet.
- C. Dust clean or vacuum all blinds.
- D. Clean all vents and grills.
- E. Scrub, wax, and buff all tile floors.
- F. Dust and clean all light fixtures and covers.
- G. Detail clean kitchen and/or breakroom areas.
- H. Clean all baseboards.

RESTROOMS:

- A. Wipe clean all ceilings, lights and fixtures.
- B. Strip, wax and apply new wax to tile floors.
- C. Shampoo and clean vestibule carpet.
- D. Detail all toilet compartments and fixtures
- E. Brush and clean all grills and vents

Upon completion of nightly duties, the supervisor will ensure that all offices have been cleaned and left in a neat and orderly condition; all lights have been turned off and all doors locked per tenant and management specifications.

VI. PERSONNEL REQUIREMENTS

- A. Absolutely no friends or relatives will be allowed to help clean or accompany workers during their shift in the building.
- B. Workers will not allow anyone into the building or tenant space at any time.
- C. All personnel must dress neatly and be well groomed.
- D. All personnel must wear a Picture Identification Badge while working in the building.
- E. All personnel must be in uniform at all times identifying the janitorial company.
- F. Breaks will be taken in designated areas granted by supervisor.
- G. Tenant vending machines are NOT to be used during breaks.
- H. Food in tenant kitchens/break areas will not be taken.
- I. Entering restricted areas or roof areas is not permitted.
- J. Using tenant telephone equipment is prohibited, unless for emergency use.
- K. Smoking on the job is prohibited.
- L. Workers under the influence of alcohol or drugs shall be subject to immediate dismissal.

VII. TRASH REMOVAL

- A. Elevators will not be locked off or held on any floors to remove trash. Only designated elevators will be used.
- B. Only designated entrances/exits will be used to remove trash from building.
- C. Prior to removal, trash will be properly protected against spillage or staining of carpets and floors.
- D. All trash will be brought down in designated elevator; a rubber bumper-type cart should be used.
- E. Building supervisor will train and coordinate selected personnel in the operating of procedures of the trash compactor, if applicable to that property.
- F. Recycling paper – all recycling paper will be kept separate from regular trash. Janitorial crew shall use separate bins to dispose of trash and recyclables.
- G. Any spills or debris should be cleaned in the building and dumpster area prior to leaving shift.

VIII. JANITORIAL CLOSETS

- A. Janitor closets will be kept orderly and clean at all times.
- B. Storage of any items other than those to clean the building is prohibited.
- C. Faucets will be tightly secured.
- D. Lights will be turned off after use.
- E. Doors will be kept locked at all times.
- F. Mop sinks will be kept clean at all times.
- G. MSDS sheets will be properly displayed as necessary.

IX. DAYPORTER/DAYMAID DUTIES

- A. Report to management office for any special cleaning requests.
- B. Check lobby for any debris or spillages.
- C. Spot clean elevator doors and trim and check carpet areas for vacuuming as needed.
- D. Clean entrance glass doors to building throughout the day.
- E. Restrooms – check minimum twice (2) a day; restock paper products and empty trash; clean mirrors; mop floor as needed.
- F. Wipe down exterior elevator doors as needed.
- G. Pick up trash in elevators, common areas, and lobby floors as needed.
- H. Check for cobwebs along exterior entrances.
- I. Keep all glass doors cleaned.
- J. Patrol outside areas for trash, cigarette butts, etc.
- K. Clean out any ash urns and replace sand as needed.
- L. Check and clean out planters by building entrances for cigarette butts and other debris.
- M. Clean signage and directories.
- N. Spot-check stairwells for debris and dust handrails.

EXHIBIT H

Recording Requested by
and when Recorded return to:

WELLS FARGO BANK, N.A.
Commercial Mortgage Servicing
550 South Tryon Street 14th Floor
Charlotte, NC 28202
Attention: CMS Lease Reviews
Loan No.: _____

SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT

Tenant's Trade Name: _____

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF THE SECURITY DOCUMENTS (DEFINED BELOW).

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT ("Agreement") is made as of __, 2__, by and between _____ ("Tenant"), and U.S. BANK, N.A AS SUCCESSOR IN INTEREST TO WELLS FARGO BANK N.A , as Trustee for the registered holders of CWC CAPITAL COMMERCIAL FUNDING CORP, Commercial Mortgage Pass-Through Certificates, Series 2006-C1 ("Lender").

RECITALS

- A. _____ ("Owner") is the owner of the land and improvements commonly known as comprising all or a part of the Property located in a certain [shopping center/office building/warehouse/industrial park/hotel] known as _____ located in _____ and more particularly described in Exhibit A attached hereto and made a part hereof (such [shopping center/office building/ warehouse/ industrial park/hotel], _____ and more specifically described in Exhibit A attached hereto ("Property").
- B. Tenant is the lessee under a lease dated _____, 2011, executed by Owner (or its predecessor in interest), as landlord, and Tenant, as tenant (as the same may have been amended, the "Lease"), covering certain premises (the "Premises")
- C. Lender is the current holder of a mortgage loan (the "Loan") previously made to Owner, evidenced by a note (the "Note") and secured by, among other things: (a) a first mortgage, deed of trust or deed to secure debt encumbering the Property (the "Mortgage"); and (b) a first priority assignment of leases and rents on the Property (the "Assignment of Leases and Rents") contained in the Mortgage or in a separate document. The Mortgage and the Assignment of Leases and Rents are collectively referred to as the "Security Documents." The Note, the Security Documents and all other documents executed in connection with the Loan are collectively referred to as the "Loan Documents."
- D. Tenant has requested Lender's agreement that if Lender forecloses the Mortgage or otherwise exercises Lender's remedies under the Security Documents, Lender will not disturb Tenant's right to quiet possession of the Premises under the terms of the Lease.
- E. Lender is willing to so agree on the terms and conditions provided in this Agreement, including, without limitation, Tenant's agreement to subordinate the Lease and attorn to Lender as provided herein.

NOW, THEREFORE, for mutual consideration, including the mutual covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **SUBORDINATION.** The Lease is and shall remain unconditionally subject and subordinate to (a) the liens or charges imposed by the Security Documents, (b) all currently outstanding or future advances secured by the Security Documents, and (c) all renewals, amendments, modifications, consolidations, replacements and extensions of the Security Documents. The subordination described herein is intended by the parties to have the same force and effect as if the Security Documents and such renewals, modifications, consolidations, replacements and extensions of the Security Documents had been executed, acknowledged, delivered and recorded prior to the Lease and any amendments or modifications thereof.

2. NON-DISTURBANCE. If Lender exercises any of its rights under the Security Documents, including any right of entry on the Property pursuant to the Mortgage or upon a foreclosure of or deed in lieu of foreclosure of the Mortgage, Lender shall not disturb Tenant's right of quiet possession of the Premises under the terms of the Lease, so long as Tenant is not in default under this Agreement or, beyond any applicable grace period, under the Lease.
3. ATTORNMEN Notwithstanding anything to the contrary contained in the Lease, should title to the Premises and the landlord's interest in the Lease be transferred to Lender or any other person or entity by foreclosure of or deed in lieu of foreclosure of the Mortgage, Tenant shall, for the benefit of Lender or such other person or entity, effective immediately and automatically upon the occurrence of any such transfer, attorn to Lender or such other person or entity as landlord under the Lease and shall be bound under all provisions of the Lease including, but not limited to, the obligation to pay all rent required to be paid by Tenant pursuant to the terms of the Lease, for the remainder of the Lease term.
4. PROTECTION OF LENDER. If Lender succeeds to the interest of landlord under the Lease, Lender shall not be:
- (a) liable for any act or omission of any previous landlord under the Lease;
 - (b) subject to any offsets or defenses which Tenant may have against any previous landlord under the Lease;
 - (c) bound by any payment of rent or additional rent which Tenant might have paid for more than one month in advance of the due date under the Lease to any previous landlord;
 - (d) obligated to make any payment to Tenant which any previous landlord was required to make before Lender succeeded to the landlord's interest;
 - (e) accountable for any monies deposited with any previous landlord (including security deposits), except to the extent such monies are actually received by Lender;
 - (f) bound by any amendment or modification of the Lease or any waiver of any term of the Lease made without Lender's written consent;
 - (g) bound by any surrender or termination of the Lease made without Lender's written consent (unless effected unilaterally by Tenant pursuant to the express terms of the Lease);
 - (h) obligated to complete any improvement or construction on the Property or to pay or reimburse Tenant for any tenant improvement allowance, construction allowance or leasing commissions;
 - (i) liable for any default of any previous landlord under the Lease;
 - (j) bound by any provision in the Lease granting Tenant a purchase option or first right of refusal or offer with regard to the Property. Furthermore, notwithstanding anything to the contrary contained in this Agreement or the Lease, upon any such succession, the Lease shall be deemed to have been automatically amended to provide that Lender's obligations and liabilities under the Lease shall be limited solely to Lender's interest, if any, in the Property, and the proceeds from any sale or disposition of the Property by Lender (collectively, "Lender's Interest") and, following such succession, Tenant shall look exclusively to Lender's Interest for the payment or discharge of any obligations of Lender under the Lease.
5. LENDER'S RIGHT TO CURE. Tenant shall deliver to Lender a copy of any notice of any default(s) by landlord under the Lease in the same manner as, and whenever, Tenant shall give any such notice to Owner, and no such notice shall be deemed given to Owner unless and until a copy of such notice shall have been so delivered to Lender. Lender shall have the right to remedy, or cause to be remedied, any default by Owner under the Lease, and, for such purpose Tenant grants Lender such additional period of time as may be reasonable to enable Lender to remedy, or cause to be remedied, any such default in addition to the period given to Owner for remedying, or causing to be remedied, any such default. Tenant shall accept performance by Lender of any covenant or condition to be performed by Owner under the Lease with the same force and effect as though performed by Owner. No default by Landlord under the Lease shall exist or shall be deemed to exist (a) so long as Lender, in good faith, shall have commenced to cure such default within the above-referenced time period and shall be prosecuting the same to completion with reasonable diligence, subject to force majeure, or (b) if possession of the Premises is required in order to cure such default, or if such default is not susceptible of being cured by Lender, so long as Lender, in good faith, shall have notified Tenant that Lender intends to institute enforcement proceedings under the Security Documents, and, thereafter, so long as such proceedings shall have been instituted and shall be prosecuted with reasonable diligence. Lender shall have the right, without notice to Tenant or Tenant's consent, to foreclose the Mortgage or to accept a deed in lieu of foreclosure of the Mortgage or otherwise realize upon the Mortgage or to exercise any other remedies under the Security Documents or state law.

6. ASSIGNMENT OF LEASES AND RENTS. Tenant consents to the Assignment of Leases and Rents and acknowledges Lender shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof, either by virtue of said assignment or by any subsequent receipt or collection of rents thereunder, unless Lender shall specifically undertake such liability in writing or unless Lender or its designee or nominee becomes, and then only with respect to periods in which Lender or its designee or nominee becomes, the fee owner of the Premises. Upon Tenant's receipt of a written notice from Lender of a default by Owner under the Loan, Tenant shall thereafter, if requested by Lender, pay rent to Lender in accordance with the terms of the Lease. Lender's delivery of such notice to Tenant, or Tenant's compliance therewith, shall not be deemed to (a) cause Lender to succeed to or assume any obligations or responsibilities of Owner under the Lease or (b) relieve Owner of any of its obligations under the Lease.

7. INSURANCE PROCEEDS AND CONDEMNATION AWARDS. Notwithstanding anything to the contrary contained in this Agreement or the Lease, the terms of the Loan Documents shall continue to govern with respect to the disposition of any insurance proceeds or condemnation awards, and any obligations of Owner to restore the Property following a casualty or condemnation shall, insofar as they apply to Lender, be limited to the amount of any insurance proceeds or condemnation awards received by Lender after the deduction of all costs and expenses incurred in obtaining such proceeds or awards. Following the foreclosure or deed in lieu of foreclosure of the Mortgage, the provisions of this section shall remain in full force and effect unless and until fee title to the Premises becomes vested in a person or entity other than (a) the holder of the Loan at the time of such foreclosure or deed in lieu of foreclosure or (b) a parent, subsidiary or affiliate of such holder.

8. ASSIGNMENT OF LEASE BY TENANT. Tenant shall not assign any right or interest of Tenant under the Lease, (except for an assignment that is permitted under the Lease without Owner's consent), without Lender's prior written consent.

9. MISCELLANEOUS

9.1 Heirs, Successors and Assigns. The covenants herein shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the parties hereto. The term "Lender" as used herein includes any successor or assign of the named Lender herein, including without limitation, any co-lender at the time of making the Loan, any purchaser at a foreclosure sale and any transferee pursuant to a deed in lieu of foreclosure, and their successors and assigns, trustees and agents, as well as any single purpose entity established by Lender to take title to the Property by reason of such foreclosure or deed in lieu of foreclosure. The terms "Tenant" and "Owner" as used herein include any successor or assign of the named Tenant and Owner herein, respectively; provided, however, that such reference to Tenant's or Owner's successors and assigns shall not be construed as Lender's consent to any assignment or other transfer by Tenant or Owner.

9.2 Addresses; Request for Notice. All notices and other communications that are required or permitted to be given to a party under this Agreement shall be in writing and shall be sent to such party, either by personal delivery, by overnight delivery service, by certified first class mail, return receipt requested, or by facsimile transmission, to the address or facsimile number below. All such notices and communications shall be effective upon receipt of such delivery or facsimile transmission. The addresses and facsimile numbers of the parties shall be:

Tenant:

FAX No.:

Lender:

Wells Fargo Bank, N.A., as Master Servicer
Attn: Lease Reviews
550 South Tryon Street 14th Floor
MAC D1086-120
Charlotte, NC 28202

FAX No.: 704-715-0036

provided, however, any party shall have the right to change its address for notice hereunder by the giving of written notice thereof to the other party in the manner set forth in this Agreement.

9.3 Entire Agreement. This Agreement constitutes the entire agreement between Lender and Tenant

with regard to the subordination of the Lease to the Security Documents and the rights and obligations of Tenant and Lender as to the subject matter of this Agreement, and shall supersede and cancel, but only insofar as would affect the priority between the Security Documents and the Lease, any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the Lease which provide for the subordination of the Lease to a deed or deeds of trust, a mortgage or mortgages, a deed or deeds to secure debt or a trust indenture or trust indentures.

- 9.4 Disbursements. Lender, in making disbursements of any funds pursuant to the Loan Documents, is under no obligation to, nor has Lender represented that it will, monitor or control the application of such funds by the recipient and any application of such funds for purposes other than those provided for in the Loan Documents shall not defeat this agreement to subordinate in whole or in part.
- 9.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.
- 9.6 Section Headings. Section headings in this Agreement are for convenience only and are not to be construed as part of this Agreement or in any way limiting or applying the provisions hereof.
- 9.7 Attorneys' Fees. If any legal action, suit or proceeding is commenced between Tenant and Lender regarding their respective rights and obligations under this Agreement, the prevailing party shall be entitled to recover, in addition to damages or other relief, costs and expenses, attorneys' fees and court costs (including, without limitation, expert witness fees). As used herein, the term "prevailing party" shall mean the party which obtains the principal relief it has sought, whether by compromise settlement or judgment. If the party which commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.
- 9.8 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect, and shall be liberally construed in favor of Lender.
- 9.9 Termination; Amendment. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.
- 9.10 Governing Law. This Agreement and any claim, controversy or dispute arising under or related to or in connection with this Agreement, the relationship of the parties or the interpretation and enforcement of the rights and duties of the parties shall be governed by the law of the state where the Property is located, without regard to any conflicts of law principles.
- 9.11 Authority. Tenant and all persons executing this Agreement on behalf of Tenant jointly and severally represent and warrant to Lender that such persons are authorized by Tenant to do so and that such execution hereof is the binding act of Tenant enforceable against Tenant.
- 9.12 Form of Agreement. Owner and Tenant acknowledge that Wells Fargo Bank, N.A. enters into numerous agreements of this type on a regular basis, both in its own capacity and as a commercial mortgage servicer on behalf of other lenders, and that the specific provisions contained in any agreement of this type entered into by Wells Fargo Bank, N.A. will vary depending on numerous transaction-specific factors, including, without limitation, the borrowers, loan documents, tenants, leases, servicers, servicing agreements and property and market conditions involved in the transaction. Accordingly, Owner and Tenant further acknowledge that the specific provisions contained in this Agreement will not necessarily be acceptable to Wells Fargo Bank, N.A. in connection with any other transaction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LENDER:

U.S. BANK, N.A AS SUCCESSOR IN INTEREST TO
WELLS FARGO BANK N.A , as Trustee for the registered
holders of CWC CAPITAL COMMERCIAL FUNDING
CORP, Commercial Mortgage Pass-Through Certificates,
Series 2006-C1

By: WELLS FARGO BANK, NATIONAL ASSOCIATION, as
Master Servicer under the Pooling and Servicing Agreement,
dated as of DECEMBER 1, 2006

By: _____
Name: _____
Its: _____

TENANT:

By: _____

Its: _____

The undersigned Owner hereby consents to the foregoing Agreement and confirms the facts stated in the foregoing Agreement and the acknowledgement contained in Section 9.12 of the foregoing Agreement.

OWNER:

By: _____

Its: _____

IT IS RECOMMENDED THAT, PRIOR TO EXECUTING THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.

ALL SIGNATURES MUST BE ACKNOWLEDGED.

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF MECKLENBURG)

On _____, 20____, personally appeared the above named _____, a _____ of WELLS FARGO BANK, NATIONAL ASSOCIATION, acting in its authorized capacity as Master Servicer for and on behalf of U.S. BANK, N.A AS SUCCESSOR IN INTEREST TO WELLS FARGO BANK N.A , as Trustee for the registered holders of CWC CAPITAL COMMERCIAL FUNDING CORP, Commercial Mortgage Pass-Through Certificates, Series 2006-C1, and acknowledged the foregoing to be the free act and deed of said association, before me.

Notary Public
My commission expires: _____

_____, ss.

On _____, 20____, personally appeared the above named _____, the _____, of _____ and acknowledged the foregoing to be the free act and deed of said _____, before me.

Notary Public
My commission expires: _____

_____, ss.

On _____, 20____, personally appeared the above named _____, the _____, of _____ and acknowledged the foregoing to be the free act and deed of said _____, before me.

Notary Public
My commission expires: _____

EXHIBIT A
(Description of Property)

EXHIBIT A to SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
AGREEMENT dated as of _____, executed by _____, as "Tenant", and
_____ "Lender."

All that certain land located in the County of _____, State of _____, described as
follows:

Loan No.

RIDER 1

RENEWAL OPTION

This Rider is attached to and a part of that certain Office Lease dated as of October 5, 2012 executed by and between SAGE-MONTEREY OAKS, LTD and ACCENTURE LLP (the "Lease"). Any Capitalized term not defined herein shall have the meaning assigned to it in the Lease.

1. Tenant, but not any assignee or subtenant of Tenant, shall have and may exercise an option (the "Renewal Option") to renew and extend the Term of the Lease for one (1) additional term of five (5) years (such additional term is herein called a "Renewal Term"), provided that on the Expiration Date and any date Tenant notifies Landlord of its intention to exercise the Renewal Option as provided below, all of the following conditions are satisfied: (i) no default by Tenant shall exist under the Lease and no event shall exist which, with the giving of notice or passage of time or both, would constitute such a default; (ii) Tenant then occupies and the Premises then consist of at least all the original Premises; and (iii) the Lease is in full force and effect. The Rent during the Renewal Term (the "Renewal Rental Rate") shall be equal to 95% of the then prevailing rents payable for leased premises comparable to the Premises in office buildings comparable to the Buildings located in the general vicinity of the Buildings, and leased for a renewal term approximately equal to the Renewal Term in question (and taking into consideration all relevant factors such as amounts of tenant improvement allowances, commissions or other similar items and if those items are not being paid by Landlord or made available to Tenant on the renewal). Notwithstanding the foregoing, in no event will the Rent payable for the Renewal Term be less than the Rent payable during the last twelve (12) months of the term of this Lease immediately preceding the Renewal Term.

2. If Tenant desires to exercise the Renewal Option, Tenant must notify Landlord in writing (the "Renewal Notice") of its intention to exercise the Option on or before the date which is at least two hundred seventy (270) days, but not more than three hundred sixty (360) days, prior to the Expiration Date. Landlord shall, within sixty (60) days after receipt of the Renewal Notice from Tenant, notify Tenant in writing of Landlord's good faith determination of the Renewal Rental Rate (the "Market Rent Notice"). If Tenant agrees with the Renewal Rental Rate quoted by Landlord in the Market Rent Notice, Tenant may accept such Renewal Rental Rate by delivering written notice thereof to Landlord within thirty (30) days after receipt of the Market Rent Notice. If Tenant disagrees with the Renewal Rental Rate quoted by Landlord in the Market Rent Notice, Tenant may elect, by delivering written notice thereof (an "Appraisal Notice") to Landlord in the manner provided below, to have the Renewal Rental Rate determined by the appraisal process set forth in Paragraph 3 hereinbelow. The Appraisal Notice must be delivered by Tenant to Landlord, if at all, within thirty (30) days after Tenant's receipt of the Market Rent Notice. If Tenant fails, within the prescribed time period, to either (i) accept Landlord's proposed Renewal Rental Rate, or (ii) deliver the Appraisal Notice, Tenant shall be deemed to have accepted Landlord's proposed Renewal Rental Rate.

3. If Tenant delivers to Landlord an Appraisal Notice pursuant to Paragraph 2 above, the provisions of this Paragraph 3 shall apply. Within fifteen (15) days after delivery to Landlord of an Appraisal Notice, each party at its cost and by giving notice to the other party, shall appoint a real estate broker with at least ten (10) years experience leasing similar commercial properties in Travis County, Texas to evaluate and set the Renewal Rental Rate for the Premises for the Renewal Term. If either party fails to appoint a real estate broker within the allotted time, the single real estate broker appointed by the other party shall be the sole real estate broker. If a real estate broker is appointed by each party and the brokers so appointed are unable to agree upon the Renewal Rental Rate within thirty (30) days after the appointment of the second, they shall appoint a third similarly qualified real estate broker within ten (10) days after the expiration of such thirty (30) day period; if they are unable to agree upon a third broker, either party may, upon not less than five (5) days notice to the other party, apply to the Presiding Judge of any Travis County state court for the appointment of a third similarly qualified broker. Each party shall bear its own legal fees in connection with the appointment of the third broker and shall bear one-half of any other cost of appointment of the third broker and of such third broker's fee. Upon receipt of the third broker's determination of the Renewal Rental Rate, the two determinations of the Renewal Rental Rate that are nearest to one another in amount shall be added together, divided by two, and the resulting quotient shall be the Renewal Rental Rate for the Premises for the Renewal Term, which determination shall be binding on the parties and shall be enforceable in any further proceedings relating to the Lease.

4. Notwithstanding anything contained in this Rider 1 to the contrary, if Tenant fails to timely deliver the Renewal Notice, Tenant shall be deemed to have elected not to exercise the Renewal Option.

5. In the event that Tenant exercises the Renewal Option and upon the determination of the Renewal Rental Rate as provided hereinabove, Landlord and Tenant shall enter into an amendment to the Lease which shall reflect the extension of the Term and the adjustment in Rent in accordance with this Rider 1.

RIDER 2

RIGHT OF FIRST REFUSAL

This Rider is attached to and a part of that certain Office Lease dated as of October 5, 2012, executed by and between Sage-Monterey Oaks, Ltd. and Accenture LLP (the "Lease"). Any capitalized term not defined herein shall have the meaning assigned to it in the Lease.

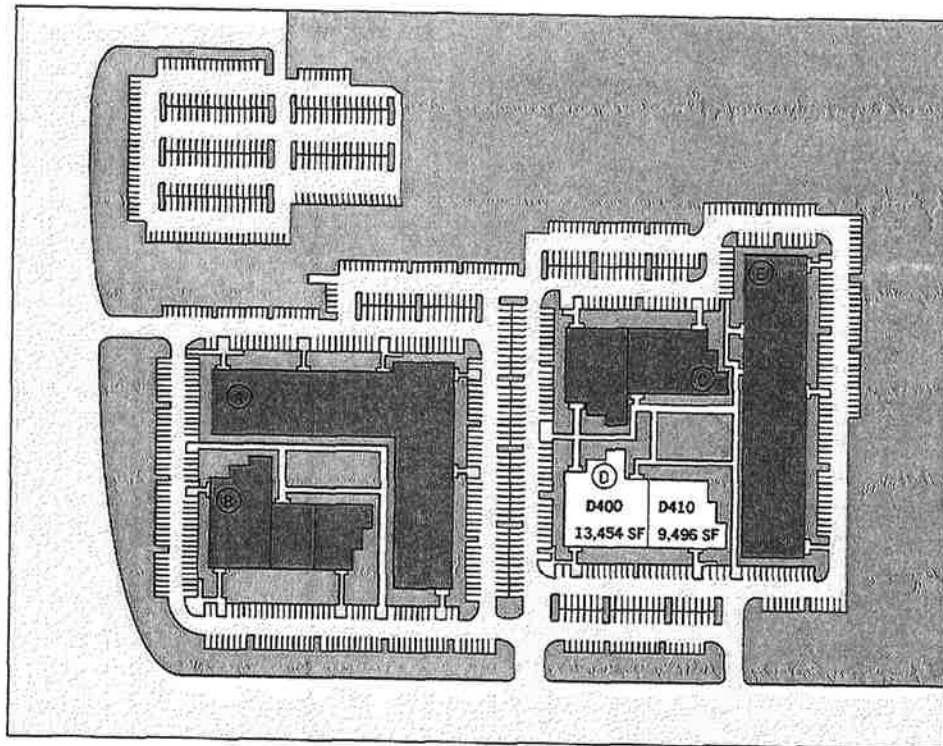
- (a) Tenant shall have, and is hereby granted, a right of first refusal with respect to that certain space in Building D of the Project depicted on Exhibit X-1 attached hereto (such space being referred to as the "ROFR Space"). If Landlord desires to offer the ROFR Space (or any portion thereof) to potential lessees (other than the then existing tenant thereof), and provided Tenant is not in default under the Lease at such time, Landlord will give written notice to Tenant of Landlord's intention and the pertinent business terms and conditions under which Landlord will offer such ROFR Space to third parties (the "Notice"). Tenant will thereafter have the option, exercisable by written notice delivered to Landlord within fifteen (15) days after receipt by Tenant of the Notice, to lease such space, upon all of the terms and conditions set forth in the Notice. Failure by Tenant to deliver to Landlord written notice of Tenant's acceptance of the offer set forth in the Notice will be deemed to be an election by Tenant not to exercise such option.
- (b) If Tenant exercises Tenant's option to lease such ROFR Space, Tenant and Landlord will enter into a mutually acceptable lease and, if necessary, leasehold improvements agreement or work letter with respect to such space upon the business terms and conditions contained in the Notice as set forth above. Such lease and work letter shall be in the form of this Lease; Landlord and Tenant shall have a duty of good faith to enter such lease and work letter. If Tenant elects, or is deemed to have elected, not to exercise such option, or if Landlord and Tenant, after such bona fide good faith efforts, fail to agree upon a mutually acceptable lease and/or leasehold improvements agreement or work letter with respect to such space within fifteen (15) days after receipt by Landlord of Tenant's exercise of such option, Landlord will be free to lease the ROFR Space to any prospective lessee upon substantially the same terms and conditions as were presented to Tenant and upon which Tenant elected or was deemed to have elected not to exercise its option.
- (c) The rights granted by this paragraph shall not be severable from this Lease, nor may such rights be assigned or otherwise conveyed by Tenant to a sublessee of the Premises or assignee of Tenant's interest in the Lease or any other party.

Initials: _____
Landlord: _____
Tenant: _____

EXHIBIT X-1

SITE PLAN OF ROFR SPACE

The ROFR space is in Building D in the attached floor plan. Building D is currently made up of two spaces.



Initials: _____
Landlord: _____
Tenant: _____

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT ~~TO~~ LEASE AGREEMENT (this "Amendment") is executed effective as of the 15 day of July, 2017, by and between SAGE-MONTEREY OAKS, LTD., a Texas limited partnership ("Landlord"), and ACCENTURE LLP, an Illinois limited liability partnership ("Tenant").

WITNESSETH

WHEREAS, as of October 5, 2012, Landlord and Tenant executed and entered into that certain Office Lease (the "Lease") covering certain premises in that certain office building park, known as "Monterey Oaks Corporate Park" (the "Office Park"), located at 5700 MoPac Expressway South, Austin, Texas (except as otherwise defined herein, each defined term used herein shall have the same meaning as ascribed to such term in the Lease); and

WHEREAS, Landlord and Tenant desire that the Lease be modified and amended in certain respects as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, Landlord and Tenant do hereby agree as follows:

1. Extension of Lease Term. The Term of the Lease is hereby extended for a period of sixty-one (61) calendar months (the "Extension Term"), such that the Expiration Date shall be February 28, 2023.
2. Basic Rent. The Lease is hereby amended such that during the Extension Term, Basic Rent shall be calculated and payable as follows:

<u>Rental Period</u>	<u>Annual Rate Per Foot of Premises Rentable Area</u>	<u>Basic Monthly Rent</u>	<u>Basic Annual Rent</u>
Month 1 (2/1/18 – 2/28/18)*	\$0.00	\$0.00	\$0.00
Months 2-13 (3/1/18 – 2/28/19)	\$23.00	\$72,450.00	\$869,400.00
Months 14-25 (3/1/19 – 2/29/20)	\$23.50	\$74,025.00	\$888,300.00
Months 26-37 (3/1/20 – 2/28/21)	\$24.00	\$75,600.00	\$907,200.00
Months 38-49 (3/1/21 – 2/28/22)	\$24.50	\$77,175.00	\$926,100.00

Months 50-61 (3/1/22 – 2/28/23)	\$25.00	\$78,750.00	\$945,000.00
------------------------------------	---------	-------------	--------------

* Basic Monthly Rent (but not Additional Rent) shall be abated for the first calendar month of the Extension Term.

3. Renewal Option. As of the Effective Date of this Amendment, Tenant shall have the option to renew and extend the Term of the Lease for a term of five (5) years in accordance with the provisions set forth in Rider 1 of the Lease; provided, however, Rider 1 of the Lease is hereby amended to provide that the Renewal Rental Rate shall be equal to 100% (not 95%) of the then prevailing rents payable for premises comparable to the Premises (which shall be determined in accordance with Rider 1 to the Lease).

4. Improvements to the Premises.

(a) Landlord is not required to make any additional improvements to any portion of the Premises; provided, however, Tenant may, at its sole cost and expense (except as provided below), make interior improvements (the "Tenant Improvements") to the Premises in accordance with plans and specifications approved in advance by Landlord (which approval shall not be unreasonably withheld or delayed). Furthermore, Tenant hereby agrees to use only such contractors approved by Landlord for the construction of the Tenant Improvements, such approval not to be unreasonably withheld or delayed. Tenant shall be responsible for the entire cost of the design, construction and permitting of the Tenant Improvements. Tenant shall promptly pay all contractors and subcontractors for the Tenant Improvements, and shall not permit or suffer the filing of any mechanic's or materialmen's liens against the Premises or Project in connection with the Tenant Improvements. Upon completion of the Tenant Improvements, Tenant shall present Landlord with paid invoices for the Tenant Improvements and lien waivers from the contractors and subcontractors for the Tenant Improvements.

(b) Landlord shall reimburse Tenant for up to \$283,500.00 of the actual costs incurred by Tenant in connection with the construction and installation of the Tenant Improvements (the "Tenant Allowance"), which may be used toward all costs associated with the Tenant Improvements to the Premises, including, but not limited to construction costs, architectural/engineering fees, permitting fees, general contractor costs, labor and material costs, project management fees, and any and all other costs associated with the Tenant Improvements; provided, however, not more than \$94,500.00 of the Tenant Allowance may be used for signage, data and telecommunications cabling, audio visual equipment, furniture and/or against next due installments of Rent. Landlord shall pay the Tenant Allowance to Tenant upon the receipt of paid invoices for the Tenant Improvements and lien waivers from the contractors and subcontractors for the Tenant Improvements. If Landlord shall fail to pay or credit all or any portion of the Tenant Allowance to Tenant when any such payment is due and owing, Tenant shall give Landlord written notice of the failure and Landlord shall have thirty (30) days after receipt of notice to cure its default. If Landlord does not cure its default within such

thirty (30) day period, Tenant may elect to reimburse itself and offset such payments plus interest at ten percent (10%) per year, against the next due installments of Rent. Election by Tenant to offset against Rent shall not be construed as an election of remedies and Tenant may pursue all other legal and equitable remedies available to it arising out of Landlord's failure to pay the Tenant Allowance.

5. Right of First Refusal. Tenant will have, and is hereby granted, a right of first refusal with respect to that certain premises located in Suite D410 of Building D of the Project, which premises contains approximately 9,496 square feet of rentable area (such space being referred to herein as the "ROFR Space") (the ROFR Space is depicted by cross-hatching on Exhibit A attached hereto). If Landlord receives and desires to accept an offer from an unrelated third party (the "Lease Offer") to lease the ROFR Space, and provided Tenant is not in default under the Lease beyond any applicable notice and cure periods at such time, Landlord will give written notice (the "Lease Notice") to Tenant of the Lease Offer, including the pertinent business terms and conditions of the Lease Offer. Tenant will thereafter have the option (the "ROFR Option"), exercisable by written notice delivered to Landlord within seven (7) business days after receipt by Tenant of the Lease Notice, to lease the ROFR Space described upon the terms set forth in the Lease Notice. Failure by Tenant to deliver to Landlord written notice of Tenant's acceptance of the offer set forth in the Lease Notice will be deemed to be an election by Tenant not to exercise such ROFR Option. If Tenant exercises Tenant's ROFR Option to lease the ROFR Space, Tenant and Landlord will enter into a mutually acceptable lease with respect to the ROFR Space on the business terms and conditions contained in the Lease Notice (and upon substantially the same form as the Lease). If Tenant elects, or is deemed to have elected, not to exercise such ROFR Option, or if Landlord and Tenant fail to agree upon a mutually acceptable lease with respect to the ROFR Space within thirty (30) days after receipt by Landlord of Tenant's exercise of such ROFR Option, then, for a period of ninety (90) days after the date of the Lease Notice, Landlord will be free to lease the ROFR Space to any prospective lessee upon substantially the same terms and conditions as were presented to Tenant in the Lease Notice. If Landlord has not leased the ROFR Space within such 90-day period, then the terms of this Paragraph 5 shall be reinstated such that Tenant shall have the ROFR Option with respect to any subsequent offers to lease the ROFR Space that Landlord desires to accept. The rights granted by this Paragraph 5 shall not be severable from the Lease, nor may such rights be assigned or otherwise conveyed by Tenant to a sublessee of the Premises or assignee of Tenant's interest in the Lease or any other party, except in the event of an assignment of the Lease to an Affiliate.

6. Monument Sign. In the event Landlord installs monument signage on Frontage Rd (also known as S. MoPac Service Road) (the "Monument Sign") for the Office Park, Tenant shall have the right to add, at Tenant's cost, its signage to a mutually agreeable panel on the Monument Sign for no additional rent or fees.

7. Brokerage. In consideration of Tenant's extension of the Term of the Lease pursuant to this Amendment, Landlord agrees to pay Tenant's broker, CBRE, Inc. ("Tenant's Broker"), a commission pursuant to a separate written agreement between Landlord and Tenant's Broker.

8. Miscellaneous.

A. Any and all terms and provisions of the Lease are hereby amended and modified wherever necessary, and even though not specifically addressed herein, so as to conform to the amendments set forth in the preceding paragraphs hereof.

B. Any and all of the terms and provisions of the Lease shall, except as expressly amended and modified hereby, remain in full force and effect.

C. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

D. Landlord and Tenant represent and warrant each to the other that (i) each party has the full right and authority to enter into this Amendment and (ii) each person signing this Amendment, on behalf of Tenant and Landlord respectively, is and continues to be authorized to do so.

E. This Amendment may be executed in any number of counterparts, any one of which shall constitute an original and all counterparts being but one instrument.

F. The parties hereby agree that this Amendment may be transmitted between them by facsimile machine or by electronic mail. The parties hereto intend that faxed signatures or signatures transmitted by electronic mail constitute original signatures and that a faxed copy or a copy transmitted by electronic mail of this Amendment containing the signatures (original or faxed or electronic) of all of the parties shall be binding on the parties.

[signature page to follow]

THIS FIRST AMENDMENT TO LEASE AGREEMENT IS EXECUTED effective as of the date first above written.

LANDLORD:

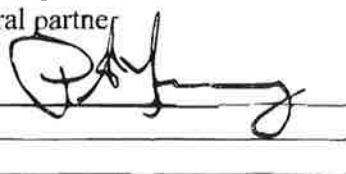
SAGE-MONTEREY OAKS, LTD.,
a Texas limited partnership

By: Sage Land Company, Inc.,
a Texas corporation,
its general partner

By

Name:

Title:



TENANT:

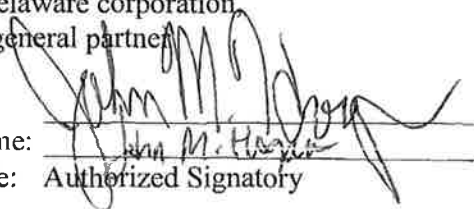
ACCENTURE LLP,
an Illinois limited liability partnership

By: Accenture, Inc.,
a Delaware corporation,
its general partner

By:

Name:

Title: Authorized Signatory



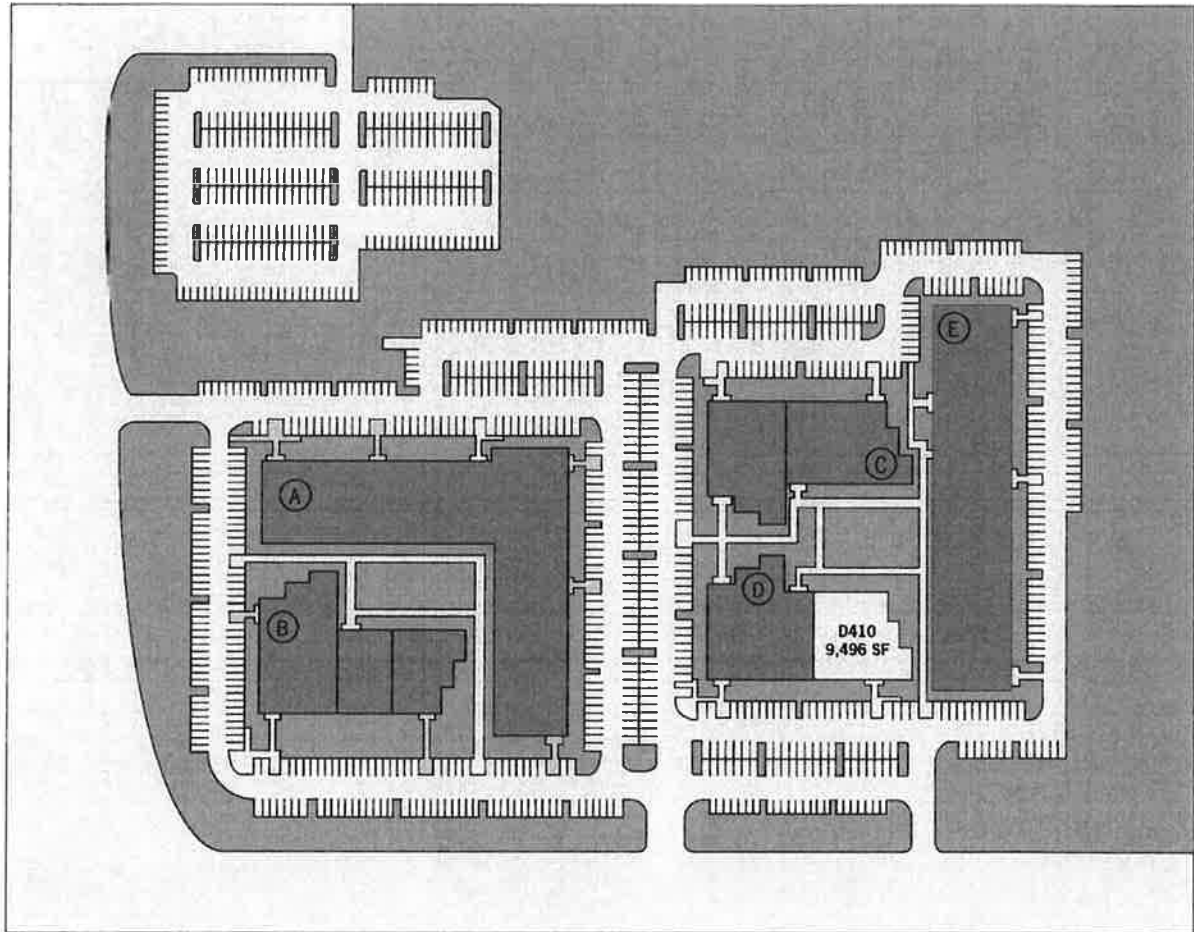
John M. Hargrave

F:\SAGE\07508 Monterey Oaks\170628 First Amendment to Lease Agreement - Clean.docx

EXHIBIT A

Site Plan of ROFR Space

[attached hereto]



Geologic Assessment
TCEQ-0585

Accenture, LLP respectfully requests an exception to the Geologic Assessment due to the fact that the site previously had a geologic assessment conducted as part of the originally approved WPAP. No sensitive features were documented at that time. Furthermore, the site is currently development (buildings, structures, and paved areas) and the AST is currently onsite and installed. No construction is being proposed.

Modification of a Previously Approved Plan
TCEQ-0590

Modification of a Previously Approved Plan

Texas Commission on Environmental Quality

for Regulated Activities on the Edwards Aquifer Recharge Zone and Transition Zone and Relating to 30 TAC 213.4(j), Effective June 1, 1999

To ensure that the application is administratively complete, confirm that all fields in the form are complete, verify that all requested information is provided, consistently reference the same site and contact person in all forms in the application, and ensure forms are signed by the appropriate party.

Note: Including all the information requested in the form and attachments contributes to more streamlined technical reviews.

Signature

To the best of my knowledge, the responses to this form accurately reflect all information requested concerning the proposed regulated activities and methods to protect the Edwards Aquifer. This request for a **Modification of a Previously Approved Plan** is hereby submitted for TCEQ review and executive director approval. The request was prepared by:

Print Name of Customer/Agent: Chad M. Copeland, CAPM

Date: 1/30/2019

Signature of Customer/Agent:



Project Information

1. Current Regulated Entity Name: Austin Advanced Technology Center
Original Regulated Entity Name: Monterey Oaks Corporate Park
Regulated Entity Number(s) (RN): 102761855
Edwards Aquifer Protection Program ID Number(s): 11-98080401; 11-98080402; 11000603
☐ The applicant has not changed and the Customer Number (CN) is: _____
☒ The applicant or Regulated Entity has changed. A new Core Data Form has been provided.
2. ☒ **Attachment A: Original Approval Letter and Approved Modification Letters.** A copy of the original approval letter and copies of any modification approval letters are attached.

3. A modification of a previously approved plan is requested for (check all that apply):
- ☐ Physical or operational modification of any water pollution abatement structure(s) including but not limited to ponds, dams, berms, sewage treatment plants, and diversionary structures;
 - ☒ Change in the nature or character of the regulated activity from that which was originally approved or a change which would significantly impact the ability of the plan to prevent pollution of the Edwards Aquifer;
 - ☐ Development of land previously identified as undeveloped in the original water pollution abatement plan;
 - ☐ Physical modification of the approved organized sewage collection system;
 - ☐ Physical modification of the approved underground storage tank system;
 - ☐ Physical modification of the approved aboveground storage tank system.
4. ☒ Summary of Proposed Modifications (select plan type being modified). If the approved plan has been modified more than once, copy the appropriate table below, as necessary, and complete the information for each additional modification.

WPAP Modification	Approved Project	Proposed Modification
Summary		
Acres	<u>18.6</u>	<u>None</u>
Type of Development	<u>Commercial</u>	<u> </u>
Number of Residential Lots	<u>0</u>	<u> </u>
Impervious Cover (acres)	<u>10.6</u>	<u> </u>
Impervious Cover (%)	<u>57.1</u>	<u> </u>
Permanent BMPs	<u>WQ pond/Detention Pond,</u>	<u> </u>
Other	<u>and irrigation area</u>	<u> </u>
	<u> </u>	
SCS Modification	Approved Project	Proposed Modification
Summary		
Linear Feet	<u>2,677</u>	<u>None</u>
Pipe Diameter	<u>8"</u>	<u> </u>
Other	<u> </u>	<u> </u>

**AST Modification
Summary**

Number of ASTs
Volume of ASTs
Other

Approved Project

1-(Texas Windstorm)
3,000 gallons

Proposed Modification

1-(Accenture, LLP)
660

**UST Modification
Summary**

Number of USTs
Volume of USTs
Other

Approved Project

None

Proposed Modification

None

5. ☒ **Attachment B: Narrative of Proposed Modification.** A detailed narrative description of the nature of the proposed modification is attached. It discusses what was approved, including any previous modifications, and how this proposed modification will change the approved plan.
6. ☒ **Attachment C: Current Site Plan of the Approved Project.** A current site plan showing the existing site development (i.e., current site layout) at the time this application for modification is attached. A site plan detailing the changes proposed in the submitted modification is required elsewhere.
- ☐ The approved construction has not commenced. The original approval letter and any subsequent modification approval letters are included as Attachment A to document that the approval has not expired.
- ☒ The approved construction has commenced and has been completed. Attachment C illustrates that the site was constructed as approved.
- ☐ The approved construction has commenced and has been completed. Attachment C illustrates that the site was **not** constructed as approved.
- ☐ The approved construction has commenced and has **not** been completed. Attachment C illustrates that, thus far, the site was constructed as approved.
- ☐ The approved construction has commenced and has **not** been completed. Attachment C illustrates that, thus far, the site was **not** constructed as approved.
7. ☐ The acreage of the approved plan has increased. A Geologic Assessment has been provided for the new acreage.
- ☒ Acreage has not been added to or removed from the approved plan.
8. ☒ Submit one (1) original and one (1) copy of the application, plus additional copies as needed for each affected incorporated city, groundwater conservation district, and county in which the project will be located. The TCEQ will distribute the additional

copies to these jurisdictions. The copies must be submitted to the appropriate regional office.

ATTACHMENT A

Original Approval Letter and Approved Modification Letters

Barry R. McBee, *Chairman*
R. B. "Ralph" Marquez, *Commissioner*
John M. Baker, *Commissioner*
Jeffrey A. Saitas, *Executive Director*



TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Protecting Texas by Reducing and Preventing Pollution

September 25, 1998

Mr. James Chrisman Phillips
The John C. Phillips Family
515 Congress Avenue, Suite 2600
Austin, TX 78701

Re: Edwards Aquifer, Travis County
NAME OF PROJECT: **Monterey Oaks Corporate Park**; Northwest Corner of South MoPac and Monterey Oaks Blvd; Austin, Texas.
TYPE OF PLAN: Request for Approval of Water Pollution Abatement Plan (WPAP); 30 Texas Administrative Code (TAC) Chapter 213; Edwards Aquifer Protection Program.

Edwards Aquifer Protection Program File No. 98080401

Dear Mr. Phillips:

The Texas Natural Resource Conservation Commission (TNRCC) has completed its review of the WPAP application for the referenced project that was submitted by Gray ♦ Jansing & Associates, Inc. on behalf of The John C. Phillips Family to the Austin Regional Office on August 4, 1998. The WPAP proposed in the application is in general compliance with 30 TAC Chapter 213; therefore, approval of the plan is hereby granted subject to applicable state rules and the conditions in this approval letter. *This approval expires two (2) years from the date of this letter unless, prior to the expiration date, construction has commenced on the project or an extension of time has been requested.*

PROJECT DESCRIPTION

The proposed commercial project will have an area of 18.6 acres and will consist of five office buildings, asphalt drive and parking areas, a water quality pond system, a stormwater retention pond and a stormwater irrigation system. Project wastewater will be disposed of by conveyance to the existing South Austin Regional owned by the City of Austin. The proposed impervious cover for the development is approximately 10.6 acres (57.1%). See SPECIAL CONDITION.

REPLY TO: REGION 11 • 1921 CEDAR BEND DR., STE. 150 • AUSTIN, TEXAS 78758-5336 • 512/339-2929 • FAX 512/339-3795

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PERMANENT POLLUTION ABATEMENT MEASURES

To prevent pollution of stormwater originating on-site or up-gradient of the site and potentially flowing across and off the site after construction, a water quality pond (89,265 cu. ft.), a detention pond (167,075 cu. ft.) and a irrigated area (85,663 sq. ft.) will be constructed. The treatment system will consist of sedimentation followed by on-site irrigation sized in accordance to City of Austin requirements.

GEOLOGY

According to the geologic assessment included with the submittal, no sensitive features exist on the site.

The Austin Regional Office site inspection of September 23, 1998, revealed that conditions at the site are as described in the geologic assessment.

SPECIAL CONDITION

If a synthetic liner is used to line the proposed pond, an adequate layer of soil shall be placed over the liner and seeded for permanent vegetation. The liner must be resistant to ultraviolet light and have a thickness of 30 mils.

STANDARD CONDITIONS

1. During the course of regulated activities related to this project, the applicant or his agent shall comply with all applicable provisions of 30 TAC Chapter 213, Edwards Aquifer. The applicant shall remain responsible for the provisions and conditions of this approval until such responsibility is legally transferred to another person or entity. At that time, the new person or entity shall assume responsibility for all provisions and conditions of this approval.
2. Any modification to the activities described in the referenced WPAP application following the date of approval may require the submittal of a WPAP to modify this approval, including the payment of appropriate fees and all information necessary for its review and approval.
3. Prior to commencing any regulated activity, the applicant or his agent must notify the Austin Regional Office in writing of the date on which the regulated activity will begin.

Mr. James Chrisman Phillips

Page 3

September 25, 1998

within 30 days of receiving this notice of approval. Proof of deed recordation shall be submitted to the Austin Regional Office prior to commencing construction. A suggested format that you may use to deed record the approved WPAP is enclosed.

5. All contractors conducting regulated activities at the project location shall be provided a copy of this notice of approval. At least one complete copy of the approved WPAP and this notice of approval shall be maintained at the project location until all regulated activities are completed.
6. Temporary erosion and sedimentation (E&S) controls, i.e., silt fences, rock berms, stabilized construction entrances, or other controls described in the approved WPAP, must be installed prior to construction and maintained during construction. Temporary E&S controls may be removed when vegetation is established and the construction area is stabilized. If a water quality pond is proposed, it shall be used as a sedimentation basin during construction. The TNRCC may monitor stormwater discharges from the site to evaluate the adequacy of temporary E&S control measures. Additional controls may be necessary if excessive solids are being discharged from the site.
7. Prior to commencement of construction of residential homes on the individual lots in this development, temporary E&S controls shall be installed. The E&S controls shall be inspected periodically during construction and following any significant rainfall occurrences. Necessary repairs to the E&S controls shall be made as soon as possible.
8. If any sensitive feature is discovered during construction, all regulated activities near the feature must be suspended immediately. The applicant or his agent must immediately notify the Austin Regional Office of the discovery of the feature. Regulated activities near the feature may not proceed until the executive director has reviewed and approved the methods proposed to protect the feature and the aquifer from potential adverse impacts to water quality.
9. At project locations where construction is initiated and abandoned, or not completed, the site shall be returned to a condition such that the aquifer is protected from potential contamination.
10. Approval of the design of the sewage collection system for this proposed project shall be obtained from the TNRCC prior to commencement of construction of any sewage collection system.
11. No well exists on the site. Any abandoned wells encountered during construction shall be

Mr. James Chrisman Phillips

Page 4

September 25, 1998

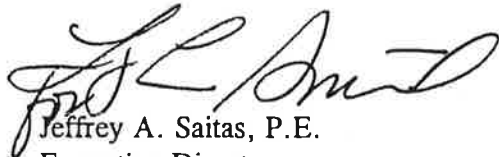
plugged in accordance with 30 TAC Chapter 238 or an equivalent method, as approved by the executive director.

Any drill holes resulting from core sampling on-site or down-gradient of the site shall be plugged with native soil, from the bottom of the hole to the top of the hole, so as to not allow water or contaminants to enter the subsurface environment.

12. Pursuant to §26.136 of the Texas Water Code, any violations of the requirements in 30 TAC Chapter 213 may result in administrative penalties.

If you have any questions or require additional information, please contact Mr. Jerry Salgado, P.E. of the Edwards Aquifer Protection Program of the Austin Regional Office at 512/339-2929.

Sincerely,



Jeffrey A. Saitas, P.E.

Executive Director

Texas Natural Resource Conservation Commission

JAS/jas

Enclosure: Suggested Deed Recordation Affidavit

cc: Mr. John M. Jansing, P.E., Gray ♦ Jansing & Associates, Inc.
Mr. Bill Couch, Barton Springs/Edwards Aquifer Conservation Dist.
Mr. Michael Heitz, Division Director, Watershed Protection Department, City of Austin
The Honorable Bill Aleshire, County Judge, Travis County
Ms. Rosalinda Escalon, TNRCC Field Operations, Austin

Barry R. McBee, *Chairman*
R. B. "Ralph" Marquez, *Commissioner*
John M. Baker, *Commissioner*
Jeffrey A. Saitas, *Executive Director*



TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Protecting Texas by Reducing and Preventing Pollution

September 29, 1998

Mr. James Chrisman Phillips
The John C. Phillips Family
515 Congress Avenue, Suite 2600
Austin, TX 78701

Re: Edwards Aquifer, Travis County
NAME OF PROJECT: Monterey Oaks Corporate Park Sewage Collection System;
Northwest Corner of South MoPac and Monterey Oaks Blvd; Austin, Texas.
TYPE OF PLAN: Request for Approval of Sewage Collection System (SCS) Plan; 30
Texas Administrative Code (TAC) Chapter 213; Edwards Aquifer Protection Program.

Edwards Aquifer Protection Program File No. 98080402

Dear Mr. Phillips:

The Texas Natural Resource Conservation Commission (TNRCC) has completed its review of the sewage collection system plans and specifications for the referenced project that were submitted to this office on behalf of The John C. Phillips family by Gray ♦ Jansing & Associates, Inc. on August 4, 1998. The planning material for the proposed sewage collection system is in general compliance with 30 TAC Chapter 213 and 30 TAC Chapter 317; therefore, approval of the plans is hereby granted subject to applicable state rules and the conditions in this approval letter. *This approval expires (2) two years from the date of this letter unless, prior to the expiration date, construction has commenced on the referenced project, or an extension of time has been requested.*

A site inspection was conducted by a representative of the Austin Regional Office on September 23, 1998, to document the conditions at the site.

PROJECT DESCRIPTION

The proposed sewage collection system consists of 2,677 linear feet of 8-inch diameter SDR 35 PVC pipe, 140 linear feet of 8-inch diameter SDR 26/C 900 PVC pipe, pipe for private service lateral stubouts, manholes, and appropriate appurtenances. The proposed sewage collection system will provide disposal service for a commercial office development.

The system will be connected to an existing City of Austin wastewater line for conveyance to the South Austin Regional Wastewater Treatment Plant for treatment and disposal. The project is

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located within the City of Austin and will conform with all applicable codes, ordinances, and requirements of the City of Austin.

STANDARD CONDITIONS

1. During the course of regulated activities related to this project, the applicant or his agent shall comply with all applicable provisions of 30 TAC Chapter 213 and Chapter 317. The applicant shall remain responsible for the provisions and conditions of this approval until such responsibility is legally transferred to another person or entity, upon which that person or entity shall assume responsibility for all provisions and conditions of this approval.
2. Any modification to the activities described in the referenced SCS and/or lift station application(s) following the date of approval may require the submittal of an SCS and/or a lift station application(s) to amend this approval, including the payment of appropriate fees and all information necessary for its review and approval.
3. Prior to commencing any regulated activity, the applicant or his agent must notify the Austin Regional Office in writing of the date on which the regulated activity will begin.
4. All contractors conducting regulated activities at the project location shall be provided a copy of this notice of approval. At least one complete copy of the approved SCS application and this notice of approval shall be maintained at the project location until all regulated activities are completed.
5. Temporary erosion and sedimentation (E&S) controls, i.e., silt fences, rock berms, stabilized construction entrances, or other controls described in the approved SCS application, must be installed prior to construction and maintained during construction. Temporary E&S controls may be removed when vegetation is established and the construction area is stabilized. The TNRCC may monitor stormwater discharges from the site to evaluate the adequacy of temporary E&S control measures. Additional controls may be necessary if excessive solids are being discharged from the site.
6. If any sensitive feature is discovered during construction, excavation, or installation of a sewer line, all regulated activities near the feature must be suspended immediately. The applicant or his agent must immediately notify the Austin Regional Office of the discovery of the feature. Regulated activities near the feature may not proceed until the executive director has reviewed and approved the methods proposed to protect the structural integrity of the pipe, and the feature and the aquifer from potential adverse impacts to water quality.

Mr. James Chrisman Phillips

Page 3

September 29, 1998

7. At project locations where construction is initiated and abandoned, or not completed, the site shall be returned to a condition such that the aquifer is protected from potential contamination.
8. Certification by a Texas Registered Professional Engineer of the testing of sewage collection systems required by 30 TAC Chapter 213 shall be submitted to the Austin Regional Office within 30 days of test completion and prior to the use of the new sewer lines and manholes.
9. The proposed sewage collection system shall not be used until the receiving wastewater treatment plant is complete and operational. No part of the system shall be used as a holding tank for a pump-and-haul operation.
10. Every five years after the initial certification, the sewage collection system shall be tested, repaired, certified and reported in accordance with 30 TAC Chapter 213 and Chapter 317.
11. Pursuant to §26.136 of the Texas Water Code, any violations of the requirements in 30 TAC Chapter 213 may result in administrative penalties.

If you have any questions or require additional information, please contact Mr. Jerry Salgado, P.E. with the Edwards Aquifer Protection Program at 512/339-2929.

Sincerely



Jeffrey A. Saitas, P.E.

Executive Director

Texas Natural Resource Conservation Commission

JAS/jas

cc: Mr. John M. Jansing, Jr., P. E., Gray ♦ Jansing & Associates, Inc.
Mr. Bill Couch, Barton Springs/Edwards Aquifer Conservation Dist.
Mr. Michael Heitz, Drainage Utilities Division, City of Austin
The Honorable Bill Aleshire, County Judge, Travis County
Ms. Rosalinda Escalón, Field Operations, Administration, TNRCC

ATTACHMENT B

Narrative of Proposed Modification

The Austin Advanced Technology Center and Generator

The Austin Advanced Technology Center AATC (Accenture, LLP) supports the development of software for state and federal government insurance programs. It staffs several hundred employees involved in the development, testing, marketing and implementation of its software products and is a branch of Accenture, a global corporation.

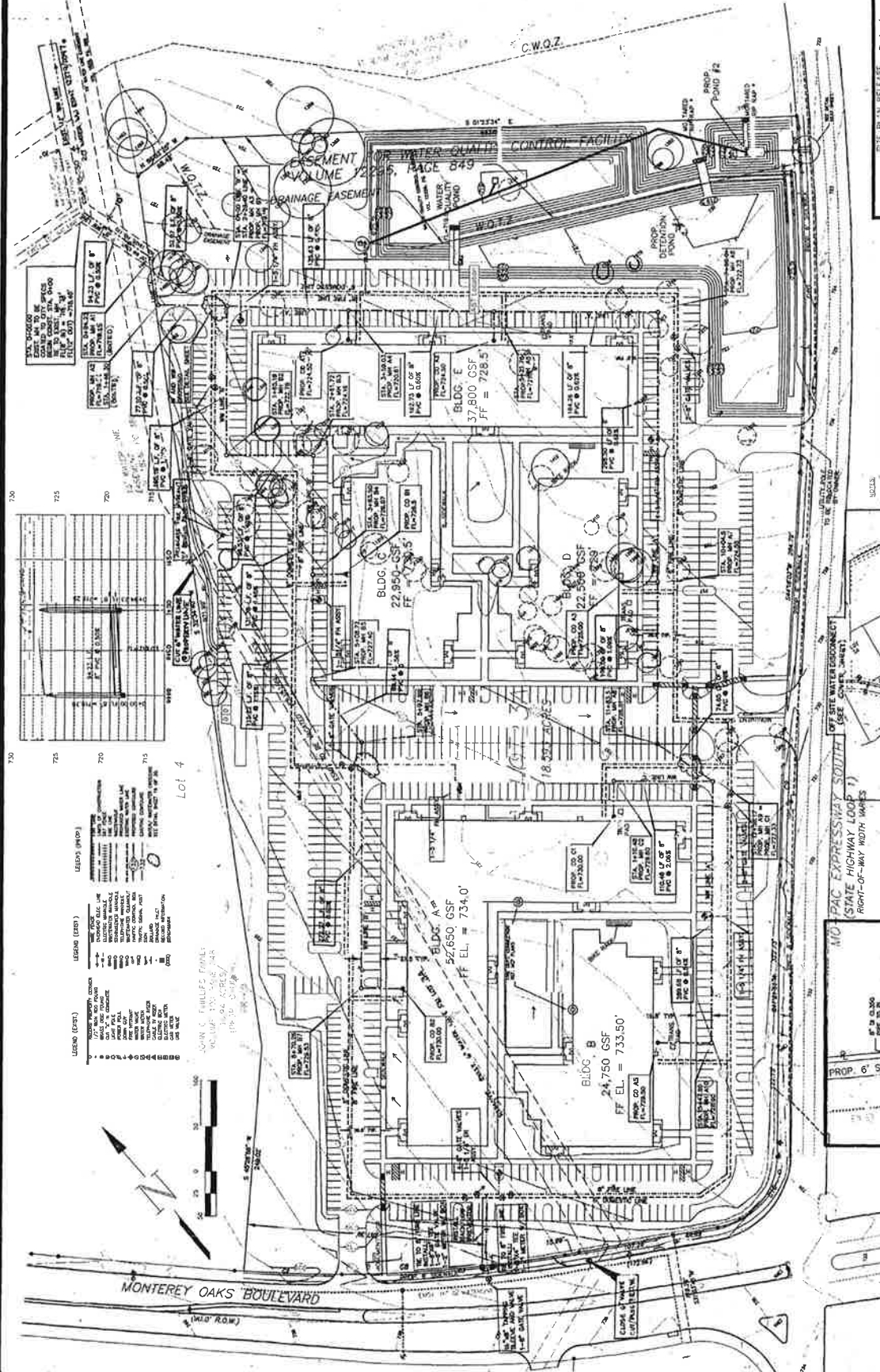
The subject site is located at 5700 S. MoPac Expressway, Austin, Travis County, Texas (TCEQ RN102761855 – Monterey Oaks Corporate Park). Accenture is located in Building E of the business park owned by Sage-Monterey Oaks, LTD (TCEQ CN605413517). A lease agreement between Sage-Monterey Oaks, LTD and Accenture, LLP is included with the application. The site lies over the Edwards Aquifer Recharge Zone.

The TCEQ issued an approval letter for a Water Pollution Abatement Plan for the entire business park dated September 25, 1998 (EAPP ID 11-98989401). Additionally, a Sewage Collection System (SCS) Plan was approved on September 29, 1998 (EAPP ID 11-98989402). The project approval included the entire 18.6 acres, consisting of five (5) office buildings, asphalt drive, parking areas, stormwater retention and irrigation system.

The generator (AST) housed on the property supplies emergency power (12 hours) whenever needed for the center and particularly for the server room (data storage) which needs to maintain a cooler temperature (58-67 degrees) in order to operate. The generator was supplied by Tramont Manufacturing, LLC. The generator was built by Cummins Power in August 2013 and has a 660 gallon double wall diesel tank. The tank is listed as UL 142 Standard for Steel Aboveground Tanks for Flammable and Combustible Liquids. The generator is located on the north side of Building E behind a locked fenced area only accessible to Accenture, LLP). The generator is equipped with an alarm and visible light that is triggered if the high/low float switch is activated.

ATTACHMENT C

Current Site Plan of the Approved Project

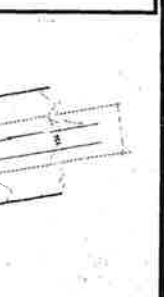
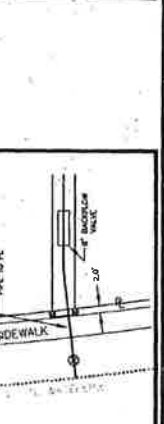


SITE PLAN RELEASE

FILE NUMBER: _____ APPLICATION DATE: _____
 CASE NUMBER: _____ APPLICATION DATE: _____
 APPROVED BY: _____ CITY OF AUSTIN, TEXAS
 DATE OF RELEASE: _____

Revised: _____
 Rev. 1: _____
 Rev. 2: _____
 Rev. 3: _____

- NOTES**
1. ALL THE PROTECTION SERVICE LINES SHALL BE 6".
 2. ALL PROJECT FIRE MAINS SHALL BE 6".
 3. ALL DRAINAGE MAINS SHALL BE 18" OR LARGER.
 4. ALL DRAINAGE MAINS SHALL BE 18" OR LARGER.
 5. INSTALL ALL WEEDS IN ROW ONLY AND NOT IN SIDEWALK AREA.





SHEET 10 OF 22

DRAINAGE PLAN

MONTEREY OAKS
CORPORATE PARK
5700 S. MONROE EXPRESSWAY
AUSTIN, TEXAS

PROJECT NO. 1241-7923-83
DATE: 10/20/2010
SCALE: AS SHOWN
REVISION: 10/20/2010
DRAWN BY: J. L. BROWN
CHECKED BY: J. L. BROWN
APPROVED BY: J. L. BROWN
CITY OF AUSTIN, TEXAS
PLANNING DEPARTMENT
STANDARD SPECIFICATIONS
SECTION 100-01

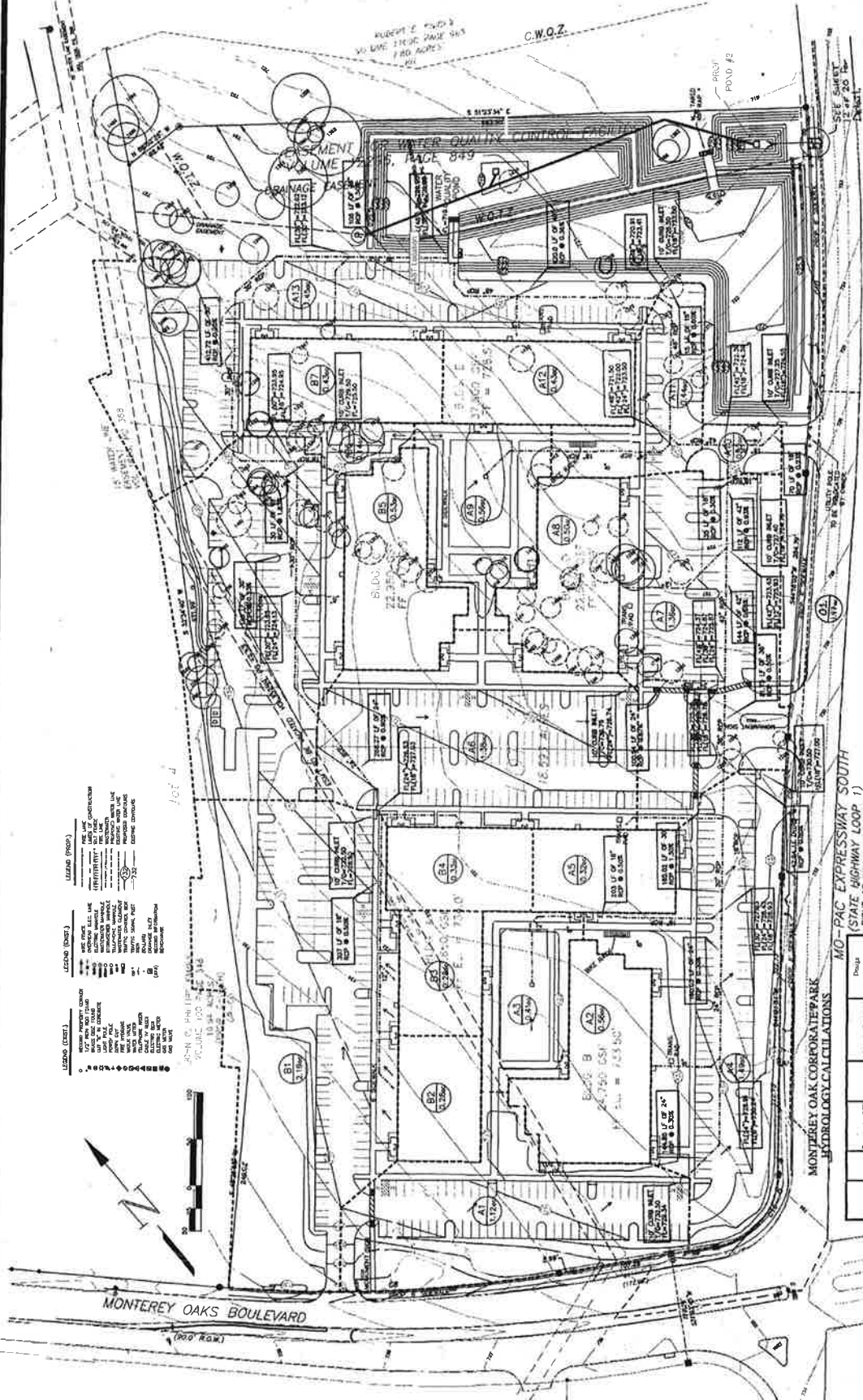
SITE PLAN RELEASE

FILE NUMBER: 1241-7923-83
CASE NUMBER: 1241-7923-83
APPROVED BY: J. L. BROWN
APPROVED DATE: 10/20/2010
APPROVED FOR: PLANNING DEPARTMENT
APPROVED BY CITY COUNCIL ON: 10/20/2010
CITY OF AUSTIN, TEXAS
PLANNING DEPARTMENT
STANDARD SPECIFICATIONS
SECTION 100-01

DATE OF RELEASE: 10/20/2010

From: Department of Planning and Development
To: City Council
Re: 1241-7923-83

Rev: 1
Corrections: 1
Rev: 3



MO-PAC EXPRESSWAY SOUTH
(STATE HIGHWAY LOOP 1)
RIGHT-OF-WAY NORTH VARIANCE

MONTEREY OAK CORPORATE PARK
HYDROLOGY CALCULATIONS

Drainage Area (Acres)	Time of Concentration (Minutes)	Computation C ²	Intensity (in/hr)	Peak Discharge (cfs)
1.00	10	1.00	1.00	1.00
2.00	15	1.00	1.00	1.00
3.00	20	1.00	1.00	1.00
4.00	25	1.00	1.00	1.00
5.00	30	1.00	1.00	1.00
6.00	35	1.00	1.00	1.00
7.00	40	1.00	1.00	1.00
8.00	45	1.00	1.00	1.00
9.00	50	1.00	1.00	1.00
10.00	55	1.00	1.00	1.00

Drainage Area (Acres)	Time of Concentration (Minutes)	Computation C ²	Intensity (in/hr)	Peak Discharge (cfs)
1.00	10	1.00	1.00	1.00
2.00	15	1.00	1.00	1.00
3.00	20	1.00	1.00	1.00
4.00	25	1.00	1.00	1.00
5.00	30	1.00	1.00	1.00
6.00	35	1.00	1.00	1.00
7.00	40	1.00	1.00	1.00
8.00	45	1.00	1.00	1.00
9.00	50	1.00	1.00	1.00
10.00	55	1.00	1.00	1.00

Aboveground Storage Tank Facility Plan Application
TCEQ-0575

Aboveground Storage Tank Facility Plan Application

Texas Commission on Environmental Quality

For Permanent Storage on The Edwards Aquifer Recharge and Transition Zones And Relating to 30 TAC §213.5(e), Effective June 1, 1999

To ensure that the application is administratively complete, confirm that all fields in the form are complete, verify that all requested information is provided, consistently reference the same site and contact person in all forms in the application, and ensure forms are signed by the appropriate party.

Note: Including all the information requested in the form and attachments contributes to more streamlined technical reviews.

Signature

To the best of my knowledge, the responses to this form accurately reflect all information requested concerning the proposed regulated activities and methods to protect the Edwards Aquifer. This **Aboveground Storage Tank Facility Plan Application** is hereby submitted for TCEQ review and Executive Director approval. The application was prepared by:

Print Name of Customer/Agent: Chad M. Copeland

Date: 1/30/2019

Signature of Customer/Agent:



Regulated Entity Name: Austin Advanced Technology Center

Aboveground Storage Tank (AST) Facility Information

1. Tanks and substance stored:

Table 1 - Tank and Substance Storage

<i>AST Number</i>	<i>Size (Gallons)</i>	<i>Substance to be Stored</i>	<i>Tank Material</i>
1	660	diesel	double wall steel
2			
3			
4			

AST Number	Size (Gallons)	Substance to be Stored	Tank Material
5			

Total x 1.5 = DOUBLE WALL Gallons

2. ☐ The AST will be placed within a containment structure that is sized to capture one and one-half (1 1/2) times the storage capacity of the system. For facilities with more than one tank system, the containment structure is sized to capture one and one-half (1 1/2) times the cumulative storage capacity of all systems.

☒ **Attachment A - Alternative Methods of Secondary Containment.** Alternative methods for providing secondary containment are proposed. Specifications that show equivalent protection for the Edwards Aquifer are attached.

3. Inside dimensions and capacity of containment structure(s):

Table 2 - Secondary Containment

Length (L) (Ft.)	Width (W) (Ft.)	Height (H) (Ft.)	L x W x H = (Ft3)	Gallons

Total: _____ Gallons

4. ☒ All piping, hoses, and dispensers will be located inside the containment structure.
☐ Some of the piping to dispensers or equipment will extend outside the containment structure.
☐ The piping will be aboveground
☐ The piping will be underground
5. ☒ The containment area must be constructed of and in a material impervious to the substance(s) being stored. The proposed containment structure will be constructed of double wall steel tank on concrete pad.
6. ☒ **Attachment B - Scaled Drawing(s) of Containment Structure.** A scaled drawing of the containment structure that shows the following is attached:
☒ Interior dimensions (length, width, depth and wall and floor thickness).
☒ Internal drainage to a point convenient for the collection of any spillage.
☒ Tanks clearly labeled.
☐ Piping clearly labeled.
☐ Dispenser clearly labeled.

Site Plan Requirements

Items 7 - 18 must be included on the Site Plan.

7. ☒ The Site Plan must have a minimum scale of 1" = 400'.
Site Plan Scale: 1" = 50'.
8. 100-year floodplain boundaries:
- ☐ Some part(s) of the project site is located within the 100-year floodplain. The floodplain is shown and labeled.
 - ☒ No part of the project site is located within the 100-year floodplain.
 - ☒ The 100-year floodplain boundaries are based on the following specific (including date of material) sources(s): Part of the project lies within the 0.2% Annual Chance Flood Hazard and/or 1% Annual Chance Flood with average depth less than one foot or with drainage areas of less than one square mile (FEMA Map ID 48453C0580H eff 9/26/2008).
9. ☐ The layout of the development is shown with existing and finished contours at appropriate, but not greater than ten-foot contour intervals. Show lots, recreation centers, buildings, roads, etc.
- ☒ The layout of the development is shown with existing contours. Finished topographic contours will not differ from the existing topographic configuration and are not shown.
10. All known wells (oil, water, unplugged, capped and/or abandoned, test holes, etc.):
- ☐ There are _____ (#) wells present on the project site and the locations are shown and labeled. (Check all of the following that apply):
 - ☐ The wells are not in use and have been properly abandoned.
 - ☐ The wells are not in use and will be properly abandoned.
 - ☐ The wells are in use and comply with 16 TAC § 76.
 - ☒ There are no wells or test holes of any kind known to exist on the project site.
11. Geologic or manmade features which are on the site:
- ☐ All sensitive geologic or manmade features identified in the Geologic Assessment are shown and labeled.
 - ☐ No sensitive geologic or manmade features were identified in the Geologic Assessment.
 - ☒ **Attachment C - Exception to the Geologic Assessment.** A request and justification for an exception to a portion of the Geologic Assessment is attached.
12. ☒ The drainage patterns and approximate slopes anticipated after major grading activities.
13. ☒ Areas of soil disturbance and areas which will not be disturbed.

14. ☒ Locations of major structural and nonstructural controls. These are the temporary and permanent best management practices.
15. ☒ Locations where soil stabilization practices are expected to occur.
16. ☐ Surface waters (including wetlands).
☒ N/A
17. ☐ Locations where stormwater discharges to surface water or sensitive features.
☒ There will be no discharges to surface water or sensitive features.
18. ☒ Legal boundaries of the site are shown.

Best Management Practices

19. ☒ Any spills must be directed to a point convenient for collection and recovery. Spills from storage tank facilities must be removed from the controlled drainage area for disposal within 24 hours of the spill.
☒ In the event of a spill, any spillage will be removed from the containment structure within 24 hours of the spill and disposed of properly.
☐ In the event of a spill, any spillage will be drained from the containment structure through a drain and valve within 24 hours of the spill and disposed of properly. The drain and valve system are shown in detail on the scaled drawing.
20. ☒ All stormwater accumulating inside the containment structure will be disposed of through an authorized waste disposal contractor.
☒ Containment area will be covered by a roof.
☐ Containment area will not be covered by a roof.
☐ A description of the alternate method of stormwater disposal is submitted for the executive director's review and approval and is attached.
21. ☒ **Attachment D - Spill and Overfill Control.** A site-specific description of the methods to be used at the facility for spill and overfill control is attached.
22. ☒ **Attachment E - Response Actions to Spills.** A site-specific description of the planned response actions to spills that will take place at the facility is attached.

Administrative Information

23. A Water Pollution Abatement Plan (WPAP) is required for construction of any associated commercial, industrial or residential project located on the Recharge Zone.
☒ The WPAP application for this project was approved by letter dated 9/25/1998. A copy of the approval letter is attached at the end of this application.

- ☐ The WPAP application for this project was submitted to the TCEQ on _____, but has not been approved.
- ☐ A WPAP application is required for an associated project, but it has not been submitted.
- ☐ There will be no building or structure associated with this project. In the event a building or structure is needed in the future, the required WPAP will be submitted to the TCEQ.
- ☐ The proposed AST is located on the Transition Zone and a WPAP is not required. Information requested in 30 TAC 213.5 subsection (b) (4)(B) and (C) and (5) is provided with this application. (Forms TCEQ-0600 Permanent Stormwater Section and TCEQ-0602 Temporary Stormwater Section or Stormwater Pollution Prevention Plan/SW3P).
24. ☒ This facility is subject to the requirements for the reporting and cleanup of surface spills and overfills pursuant to 30 TAC 334 Subchapter D relating to Release Reporting and Corrective Action.
25. ☒ Submit one (1) original and one (1) copy of the application, plus additional copies as needed for each affected incorporated city, groundwater conservation district, and county in which the project will be located. The TCEQ will distribute the additional copies to these jurisdictions. The copies must be submitted to the appropriate regional office.
26. ☒ Any modification of this AST Facility Plan application will require executive director approval, prior to construction, and may require submission of a revised application, with appropriate fees.

ATTACHMENT A

Alternative Methods of Secondary Containment

The proposed AST is a double wall tank located beneath an emergency generator. The AST hold 660 gallons of diesel. Both tanks are constructed of steel and are UL listed for the storage of diesel. The tank is located beneath the generator and therefore will not be exposed to direct rainfall. Any releases from within the primary tank will trigger an alarm.

ATTACHMENT B

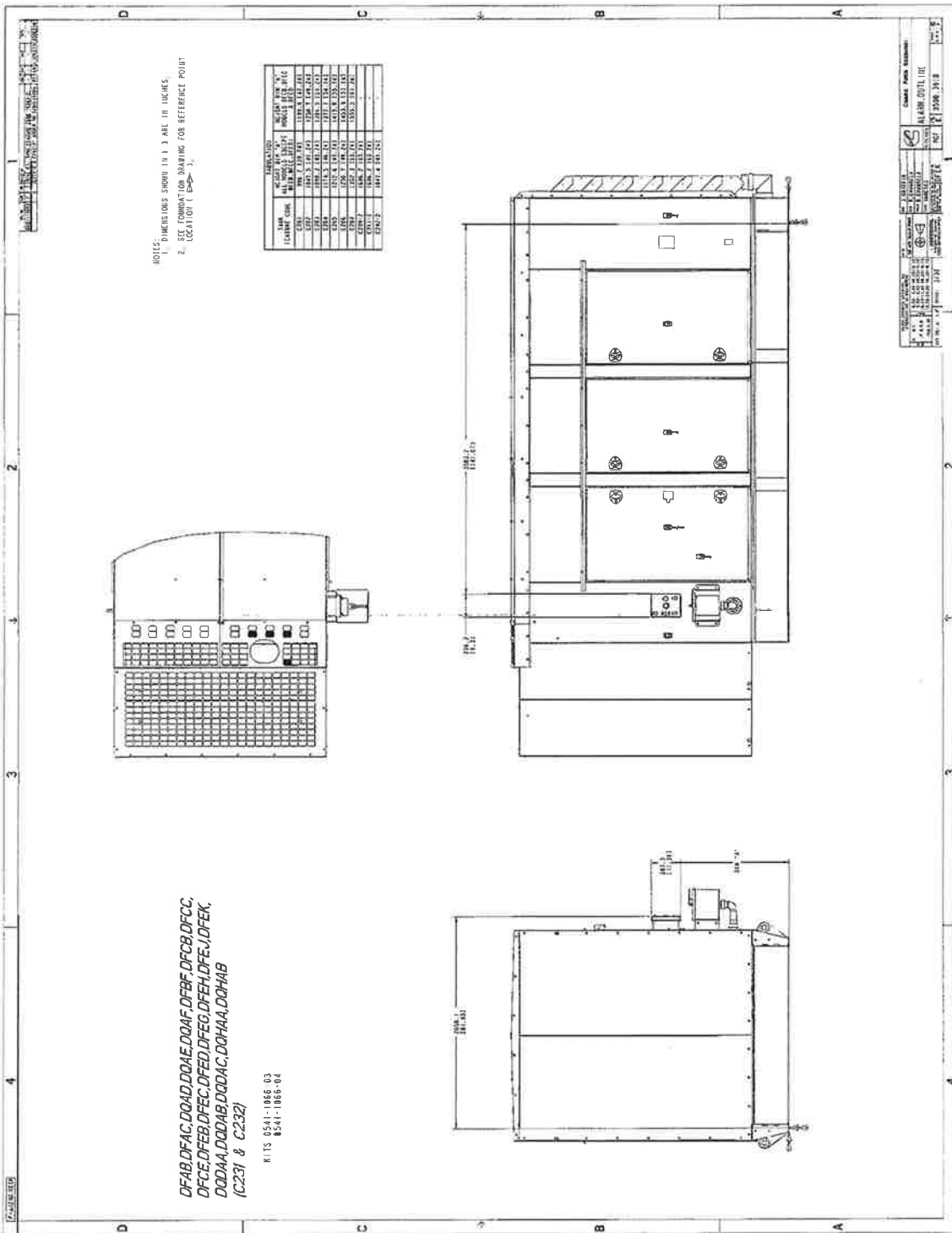
Scaled Drawing(s) of Containment Structure

Part A000D180 F

Description	Legacy Name	External Regulations	Approval Status	Release Phase Code	Security Classification	Alternates
OUTLINE ALARM	0500-3918	None	Production Only	Production	Proprietary	

Part Specifications : A000D180 F

Notes	Description	Legacy Name
A0000356	SPECIFICATION MATERIAL	CES10003
A0000376	DRAWING/INSTALLATION	0500-3918



NOTES:
 1. DIMENSIONS SHOWN IN 1 3 ARE IN INCHES.
 2. SEE COMPANY FOR DRAWING FOR REFERENCE POINT.
 3. LOCATION (10' 0" 10' 6")

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE
1	CONTROL CONSOLE	1	EA	1000.00
2	OPERATOR'S SEAT	1	EA	500.00
3	MONITOR	1	EA	200.00
4	KEYBOARD	1	EA	50.00
5	CONTROL PANEL	1	EA	100.00
6	DISPLAY	1	EA	150.00
7	CONTROL ROOM	1	EA	1000.00
8	OPERATOR'S SEAT	1	EA	500.00
9	MONITOR	1	EA	200.00
10	KEYBOARD	1	EA	50.00
11	CONTROL PANEL	1	EA	100.00
12	DISPLAY	1	EA	150.00
13	CONTROL ROOM	1	EA	1000.00
14	OPERATOR'S SEAT	1	EA	500.00
15	MONITOR	1	EA	200.00
16	KEYBOARD	1	EA	50.00
17	CONTROL PANEL	1	EA	100.00
18	DISPLAY	1	EA	150.00
19	CONTROL ROOM	1	EA	1000.00
20	OPERATOR'S SEAT	1	EA	500.00
21	MONITOR	1	EA	200.00
22	KEYBOARD	1	EA	50.00
23	CONTROL PANEL	1	EA	100.00
24	DISPLAY	1	EA	150.00
25	CONTROL ROOM	1	EA	1000.00
26	OPERATOR'S SEAT	1	EA	500.00
27	MONITOR	1	EA	200.00
28	KEYBOARD	1	EA	50.00
29	CONTROL PANEL	1	EA	100.00
30	DISPLAY	1	EA	150.00

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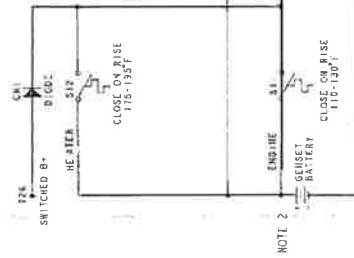
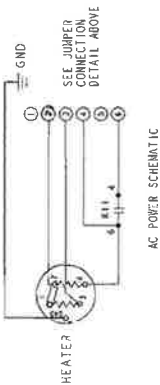
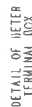
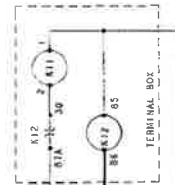
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Part A004T713 ZA

Description	Legacy Name	External Regulations	Application Status	Release Phase Code	Security Classification	Alternates
SILENCE	0155-3496	UL	Production Only	Production	Proprietary	

Part Specifications : A004T713 ZA

Name	Description	Legacy Name
A004T713	SPECIFICATION MATERIAL	CPS1690
A0110918	DRAWING ENGINEERING	0155-3496

DC CONTROL SCHEMATIC[illegible]



Part A002K718 F

Description	Legacy Name	External Regulations	Application Status	Release Phase Code	Security Classification	Alternates
OUTLINE,FUEL SYSTEM	0500-3916	None	Production & Service	Production	Proprietary	

Part Specifications :A002K718 F

Name	Description	Legacy Name
A030B356	SPECIFICATION,MATERIAL	CES10903
A013X748	DRAWING,INSTALLATION	0500-3916

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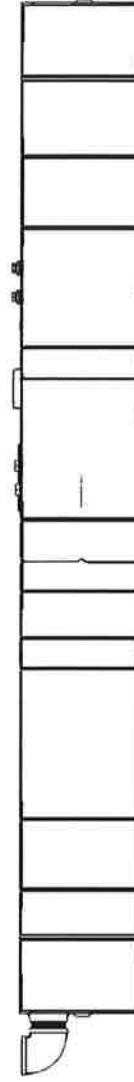
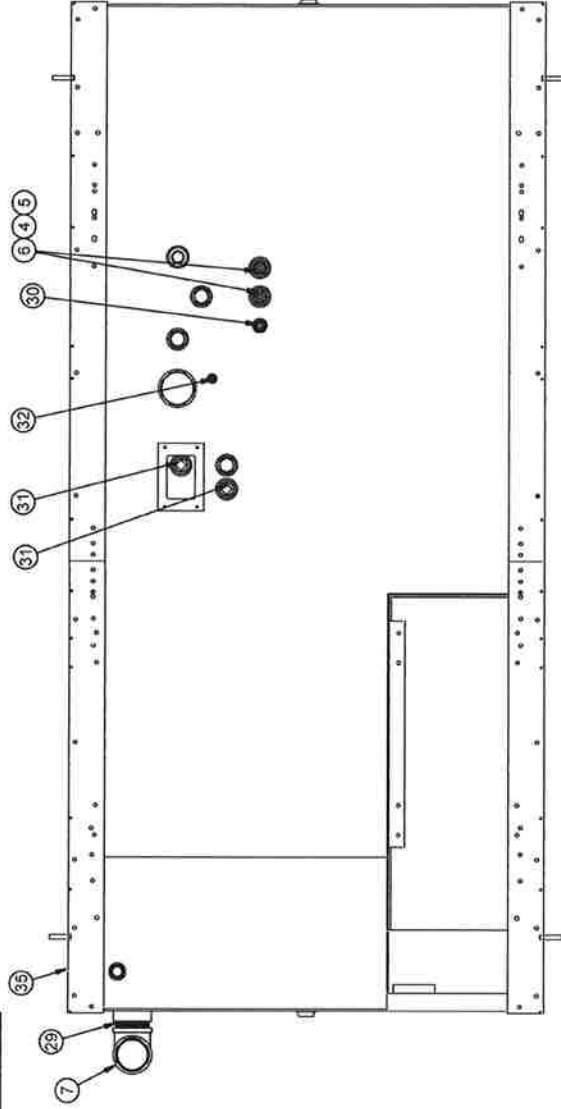
Description	Legacy Name	External Regulations	Application Status	Release Phase Code	Security Classification	Alternates
OUTLINE, OENSET	0500-4232	None	Production & Service	Production	Public	

Part Specifications :A002X303 B

Name	Description	Legacy Name
A010B156	SPECIFICATION, MATERIAL	CES10003
A013X965	DRAWING, INSTALLATION	0500-4232

Michigan, Nassau &
Suffolk County
Approved

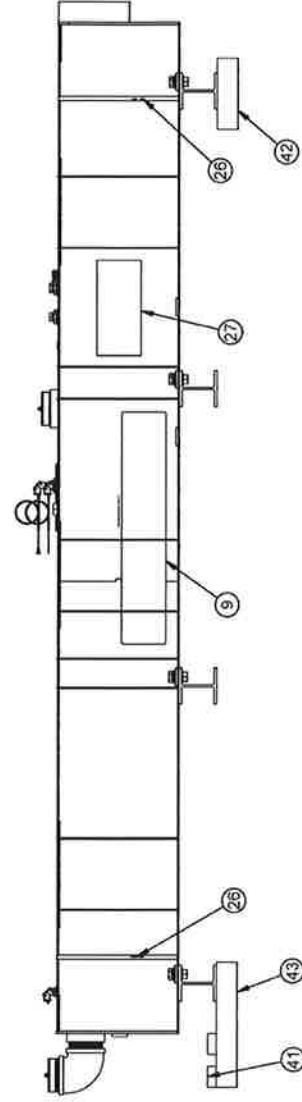
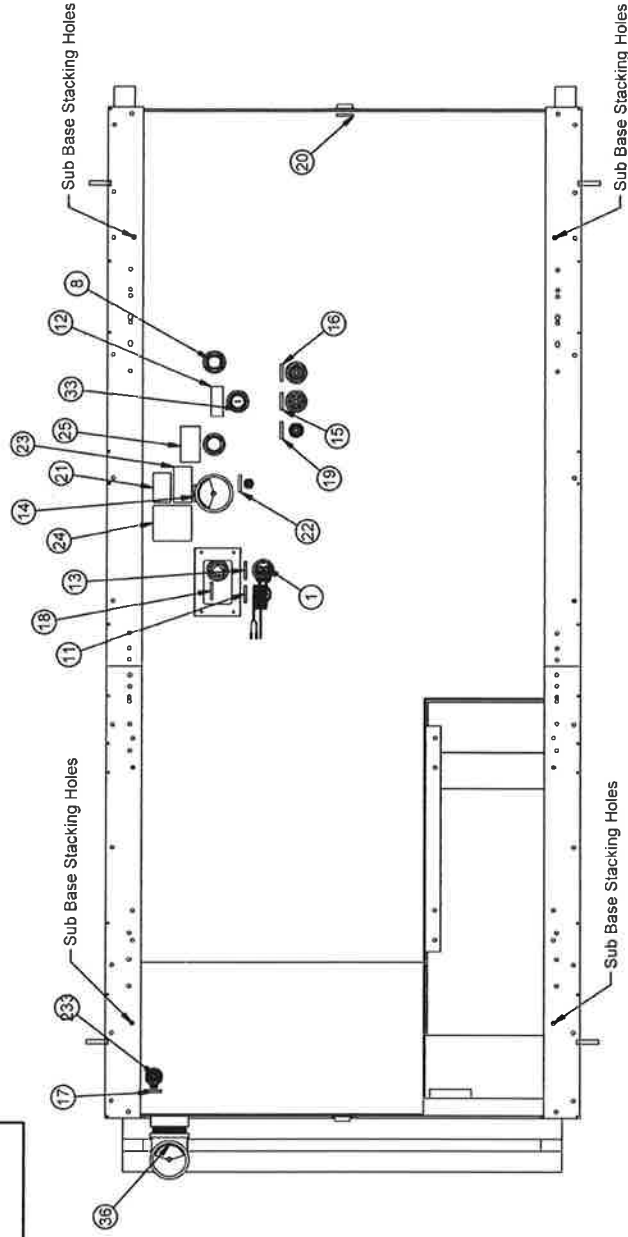
BEFORE WASH



Rev	Date	By	Desc	Drawn	Check	Scale	Notes
1	07/18/19	AL	-	Original 1/4" Level Switch being used to have a 1" NPT Plug			3/0
2	08/01/19	2/3	-	Beam was Wex13. Added Beam Height Detail			CRT
3	08/19/19	3	-	Sub Base part number was 38U00004			CRT
4	08/19/19	3	-	Sub Base part number was 38U00004			CRT
5	08/19/19	3	-	Sub Base part number was 38U00004			CRT
6	08/19/19	3	-	Sub Base part number was 38U00004			CRT
7	08/19/19	3	-	Sub Base part number was 38U00004			CRT
8	08/19/19	3	-	Sub Base part number was 38U00004			CRT
9	08/19/19	3	-	Sub Base part number was 38U00004			CRT
10	08/19/19	3	-	Sub Base part number was 38U00004			CRT
11	08/19/19	3	-	Sub Base part number was 38U00004			CRT
12	08/19/19	3	-	Sub Base part number was 38U00004			CRT
13	08/19/19	3	-	Sub Base part number was 38U00004			CRT
14	08/19/19	3	-	Sub Base part number was 38U00004			CRT
15	08/19/19	3	-	Sub Base part number was 38U00004			CRT
16	08/19/19	3	-	Sub Base part number was 38U00004			CRT
17	08/19/19	3	-	Sub Base part number was 38U00004			CRT
18	08/19/19	3	-	Sub Base part number was 38U00004			CRT
19	08/19/19	3	-	Sub Base part number was 38U00004			CRT
20	08/19/19	3	-	Sub Base part number was 38U00004			CRT
21	08/19/19	3	-	Sub Base part number was 38U00004			CRT
22	08/19/19	3	-	Sub Base part number was 38U00004			CRT
23	08/19/19	3	-	Sub Base part number was 38U00004			CRT
24	08/19/19	3	-	Sub Base part number was 38U00004			CRT
25	08/19/19	3	-	Sub Base part number was 38U00004			CRT
26	08/19/19	3	-	Sub Base part number was 38U00004			CRT
27	08/19/19	3	-	Sub Base part number was 38U00004			CRT
28	08/19/19	3	-	Sub Base part number was 38U00004			CRT
29	08/19/19	3	-	Sub Base part number was 38U00004			CRT
30	08/19/19	3	-	Sub Base part number was 38U00004			CRT
31	08/19/19	3	-	Sub Base part number was 38U00004			CRT
32	08/19/19	3	-	Sub Base part number was 38U00004			CRT
33	08/19/19	3	-	Sub Base part number was 38U00004			CRT
34	08/19/19	3	-	Sub Base part number was 38U00004			CRT
35	08/19/19	3	-	Sub Base part number was 38U00004			CRT
36	08/19/19	3	-	Sub Base part number was 38U00004			CRT
37	08/19/19	3	-	Sub Base part number was 38U00004			CRT
38	08/19/19	3	-	Sub Base part number was 38U00004			CRT
39	08/19/19	3	-	Sub Base part number was 38U00004			CRT
40	08/19/19	3	-	Sub Base part number was 38U00004			CRT
41	08/19/19	3	-	Sub Base part number was 38U00004			CRT
42	08/19/19	3	-	Sub Base part number was 38U00004			CRT
43	08/19/19	3	-	Sub Base part number was 38U00004			CRT
44	08/19/19	3	-	Sub Base part number was 38U00004			CRT
45	08/19/19	3	-	Sub Base part number was 38U00004			CRT
46	08/19/19	3	-	Sub Base part number was 38U00004			CRT
47	08/19/19	3	-	Sub Base part number was 38U00004			CRT
48	08/19/19	3	-	Sub Base part number was 38U00004			CRT
49	08/19/19	3	-	Sub Base part number was 38U00004			CRT
50	08/19/19	3	-	Sub Base part number was 38U00004			CRT
51	08/19/19	3	-	Sub Base part number was 38U00004			CRT
52	08/19/19	3	-	Sub Base part number was 38U00004			CRT
53	08/19/19	3	-	Sub Base part number was 38U00004			CRT
54	08/19/19	3	-	Sub Base part number was 38U00004			CRT
55	08/19/19	3	-	Sub Base part number was 38U00004			CRT
56	08/19/19	3	-	Sub Base part number was 38U00004			CRT
57	08/19/19	3	-	Sub Base part number was 38U00004			CRT
58	08/19/19	3	-	Sub Base part number was 38U00004			CRT
59	08/19/19	3	-	Sub Base part number was 38U00004			CRT
60	08/19/19	3	-	Sub Base part number was 38U00004			CRT
61	08/19/19	3	-	Sub Base part number was 38U00004			CRT
62	08/19/19	3	-	Sub Base part number was 38U00004			CRT
63	08/19/19	3	-	Sub Base part number was 38U00004			CRT
64	08/19/19	3	-	Sub Base part number was 38U00004			CRT
65	08/19/19	3	-	Sub Base part number was 38U00004			CRT
66	08/19/19	3	-	Sub Base part number was 38U00004			CRT
67	08/19/19	3	-	Sub Base part number was 38U00004			CRT
68	08/19/19	3	-	Sub Base part number was 38U00004			CRT
69	08/19/19	3	-	Sub Base part number was 38U00004			CRT
70	08/19/19	3	-	Sub Base part number was 38U00004			CRT
71	08/19/19	3	-	Sub Base part number was 38U00004			CRT
72	08/19/19	3	-	Sub Base part number was 38U00004			CRT
73	08/19/19	3	-	Sub Base part number was 38U00004			CRT
74	08/19/19	3	-	Sub Base part number was 38U00004			CRT
75	08/19/19	3	-	Sub Base part number was 38U00004			CRT
76	08/19/19	3	-	Sub Base part number was 38U00004			CRT
77	08/19/19	3	-	Sub Base part number was 38U00004			CRT
78	08/19/19	3	-	Sub Base part number was 38U00004			CRT
79	08/19/19	3	-	Sub Base part number was 38U00004			CRT
80	08/19/19	3	-	Sub Base part number was 38U00004			CRT
81	08/19/19	3	-	Sub Base part number was 38U00004			CRT
82	08/19/19	3	-	Sub Base part number was 38U00004			CRT
83	08/19/19	3	-	Sub Base part number was 38U00004			CRT
84	08/19/19	3	-	Sub Base part number was 38U00004			CRT
85	08/19/19	3	-	Sub Base part number was 38U00004			CRT
86	08/19/19	3	-	Sub Base part number was 38U00004			CRT
87	08/19/19	3	-	Sub Base part number was 38U00004			CRT
88	08/19/19	3	-	Sub Base part number was 38U00004			CRT
89	08/19/19	3	-	Sub Base part number was 38U00004			CRT
90	08/19/19	3	-	Sub Base part number was 38U00004			CRT
91	08/19/19	3	-	Sub Base part number was 38U00004			CRT
92	08/19/19	3	-	Sub Base part number was 38U00004			CRT
93	08/19/19	3	-	Sub Base part number was 38U00004			CRT
94	08/19/19	3	-	Sub Base part number was 38U00004			CRT
95	08/19/19	3	-	Sub Base part number was 38U00004			CRT
96	08/19/19	3	-	Sub Base part number was 38U00004			CRT
97	08/19/19	3	-	Sub Base part number was 38U00004			CRT
98	08/19/19	3	-	Sub Base part number was 38U00004			CRT
99	08/19/19	3	-	Sub Base part number was 38U00004			CRT
100	08/19/19	3	-	Sub Base part number was 38U00004			CRT

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DATE: 03/11/11	DATE: 03/11/11
BY: CRT	BY: CRT
FOR: NTS	FOR: NTS
PROJECT: 125	PROJECT: 125
DESCRIPTION: xxx-47, 062	DESCRIPTION: xxx-47, 062
FRACTIONS=1/16, 1/8, 1/4, 1/2, 3/4, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	
UTSX-660 Sub Base Tank	
CPG P/N A030U037	1 of 3
S8U000023	

AFTER PAINT



Wkly	Dte	Stl	SRvs	Description	Name
D	10/16/12	All	-	Critical High Level Switch being used to have a 1.14" NP1 Plug	SJD
C	08/01/11	2,3	-	Beam was Yda13; Added Beam Hardware Detail	CRT
B	04/19/11	3	-	Sub Base part number was SBU00064	CRT
A	03/11/11		-	Start	CRT

	FRACTIONS = +/- .5		XX = +/- .125	Order By	Date
	x = +/- .250		XXX = +/- .062	CRT	03/11/11
				Copy	
				Approved	Sum
				Issue	NTS

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UTSX-660 Sub Base Tank

CPG P/N A030U037	2 of 3	S8U000023
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Michigan, Nassau &
Suffolk County
Approved

Notes:
1. Item marked with a * are shipped loose.
2. See drawing 7000-22799 for sub base
stacking details.

Item	Qty	Part #	Rev	Title	Item	Qty	Part #	Rev	Title
26	4	502-9034	A	Label, Warning, Lifting	1	1	1500-3368	B	Alarm Switch, High/Low, 20.5" Tank
27	1	3040034	C	Label, Warning, UL/CUL, Sub Base	2	4	2119-22536	A	Beam, W6x25 x 74.0 Long
28	8	3108002	A	Nut, 1"-8, Grade 8	3	8	3108001	A	Bolt, Hex Head, 1"-8 x 2.5 Long, Grade 8
29	1	2100357	B	Pipe, 5" NPT x 3" Long, T B E.	4	2	5020-6167	A	BUSHING - DOUBLE TAP - 2" x 1" x 1"
30	1	5020-4670	A	PLUG - 1" NPT	5	2	2119-0075	A	Diptube, 1/2" NPT x 18.46 Long
31	2	2150082	A	Plug, 2" NPT, Steel, Sqr Head	6	2	5020-6168	A	DOUBLE TAP - BUSHING - 1" x 1/2" x 1/2"
32	1	5020-6101	A	Plug, 3/8" NPT	7	1	2150128	A	Elbow, 5" NPT, 90°
33	1	3030012	A	Plug, Plastic, 2" NPT	8	1	1500-0235	A	Fuel Level Gauge, Rochester
34*	1	1500-0237	A	Switch, Leak Detection, Top, 20.5"	9	2	3040106	A	Label, Consumable Liquids Keep Fire Away
35	1	S8U00085	A	USX-660 Sub Base Tank	10	1	5040-0325	A	Label, Containment Vent
36	2	102-4010		VENT - EMERGENCY - 5" NPT	11	1	5040-0339	A	Label, Critical high level switch
37*	1	2119-0175	A	VENT ASSEMBLY - 2" NORMAL	12	1	3040048	A	Label, Diesel Fuel Only, CUL
38	8	3108004	A	Washer, 1", 2.5 OD x 1.06 ID	13	1	5040-0338	A	LABEL, EBW HIGH FUEL LEVEL SWITCH
39	16	3108003	A	Washer, 2" OD x 1.06 ID, Grade 8	14	1	5040-0002	A	Label, Emergency Vent
40	8	3108005	A	Washer, Lock, 1.66 OD x 1.02 ID, Grade 8	15	1	5040-0007	A	Label, Engine Return
41	2			Wood Shipping Block, 2" x 4" x 19"	16	1	5040-0006	A	Label, Engine Supply
42	4			Wood Shipping Block, 4" x 4" x 12"	17	1	5040-0009	A	Label, Leak Detection Switch
43	2			Wood Shipping Block, 4" x 4" x 21"	18	1	5040-0010	A	LABEL, LEVEL SENDER
					19	1	5040-0333	A	Label, OVERFLOW
					20	1	5040-0324	A	LABEL, RADIATOR END
					21	1	5040-0323	A	Label, Subbase Information
					22	1	5040-0012	A	LABEL, TANK INLET
					23	1	3040028	A	Label, UL/CUL, Secondary Containment
					24	2	3040036	B	Label, Vent, Emergency, UL/CUL
					25	1	3040035	B	Label, Vent, Normal, UL/CUL

D	03/16/23	AS	-	-	Critical High Level Switch from used to make a 1.14" NPT Plug	SLD
E	04/01/23	2.3	-	-	Beam was W6x25. Added beam hardware detail	CRT
B	04/19/21	3	-	-	Sub Base part number was S8U00084	CRT
A	04/01/21	-	-	-	Start	CRT
MP	Date	3rd	1	Sheet	Description	Name
					Change Block	

F:\Drawings\S8U00084\S8U00023\S8U00023.dwg



TRAFFON		US 11/11	
Model	Code	Year	Unit
000000	000000	0000	0000
UTSX-660 Sub Base Tank		3043	
CPG P/N A030U037		S8U00023	

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MH7/370



TRAMONT™

LISTED
SECONDARY CONTAINMENT GENERATOR BASE TANK

S 743736

UL 142

CAN/ULC S60

Tank Capacity: 660 Gallon

Serial # 44241

Part # A030UP37

Manufacture Date: 8/23/2013

Tramont Order # 176849

Tank Type: Secondary Containment

Tank Height: 20.5"

Field Max Test Pressure: 2PSIG (14kPa)

Max Operating Pressure: 1PSIG (7kPa)

Max Operating Vacuum: 1.2in. H2O (300 Pa)

Required Venting Capacity: 190,000ft3/hr 89.67m3/min

UL 142

Can/ULC-S601

Maximum

4

2

6

3

■

4

10

12

14

16

ATTACHMENT C

Exception to the Geologic Assessment (if requesting an exception)

Accenture, LLP respectfully requests an exception to the Geologic Assessment due to the fact that the site previously had a geologic assessment conducted as part of the originally approved WPAP. No sensitive features were documented at that time. Furthermore, the site is currently development (buildings, structures, and paved areas) and the AST is currently onsite and installed. No construction is being proposed.

ATTACHMENT D

Spill and Overfill Control

Accenture, LLP respectfully requests an exception to the Geologic Assessment due to the fact that the site previously had a geologic assessment conducted as part of the originally approved WPAP. No sensitive features were documented at that time. Furthermore, the site is currently development (buildings, structures, and paved areas) and the AST is currently onsite and installed. No construction is being proposed.

ATTACHMENT E

Response Actions to Spills

During operation, all leaks and spills will be addressed in compliance with local, state and federal guidelines. The onsite manager will be notified of any spills and/or leaks. Spills and/or leaks will immediately be addressed.

Temporary Stormwater Section
TCEQ-0602

NA - The site has already been constructed and the AST is currently in place.

Temporary Stormwater Section

Texas Commission on Environmental Quality

for Regulated Activities on the Edwards Aquifer Recharge Zone and Relating to 30 TAC §213.5(b)(4)(A), (B), (D)(I) and (G); Effective June 1, 1999

To ensure that the application is administratively complete, confirm that all fields in the form are complete, verify that all requested information is provided, consistently reference the same site and contact person in all forms in the application, and ensure forms are signed by the appropriate party.

Note: Including all the information requested in the form and attachments contributes to more streamlined technical reviews.

Signature

To the best of my knowledge, the responses to this form accurately reflect all information requested concerning the proposed regulated activities and methods to protect the Edwards Aquifer. This **Temporary Stormwater Section** is hereby submitted for TCEQ review and executive director approval. The application was prepared by:

Print Name of Customer/Agent: Chad M. Copeland, CAPM

Date: 11/30/2019

Signature of Customer/Agent:



Regulated Entity Name: Austin Advanced Technology Center

Project Information

Potential Sources of Contamination

Examples: Fuel storage and use, chemical storage and use, use of asphaltic products, construction vehicles tracking onto public roads, and existing solid waste.

1. Fuels for construction equipment and hazardous substances which will be used during construction:

☐ The following fuels and/or hazardous substances will be stored on the site: _____

These fuels and/or hazardous substances will be stored in:

- ☐ Aboveground storage tanks with a cumulative storage capacity of less than 250 gallons will be stored on the site for less than one (1) year.

- ☐ Aboveground storage tanks with a cumulative storage capacity between 250 gallons and 499 gallons will be stored on the site for less than one (1) year.
- ☐ Aboveground storage tanks with a cumulative storage capacity of 500 gallons or more will be stored on the site. An Aboveground Storage Tank Facility Plan application must be submitted to the appropriate regional office of the TCEQ prior to moving the tanks onto the project.
- ☐ Fuels and hazardous substances will not be stored on the site.
- 2. ☐ **Attachment A - Spill Response Actions.** A site specific description of the measures to be taken to contain any spill of hydrocarbons or hazardous substances is attached.
- 3. ☐ Temporary aboveground storage tank systems of 250 gallons or more cumulative storage capacity must be located a minimum horizontal distance of 150 feet from any domestic, industrial, irrigation, or public water supply well, or other sensitive feature.
- 4. ☐ **Attachment B - Potential Sources of Contamination.** A description of any activities or processes which may be a potential source of contamination affecting surface water quality is attached.

Sequence of Construction

- 5. ☐ **Attachment C - Sequence of Major Activities.** A description of the sequence of major activities which will disturb soils for major portions of the site (grubbing, excavation, grading, utilities, and infrastructure installation) is attached.
 - ☐ For each activity described, an estimate (in acres) of the total area of the site to be disturbed by each activity is given.
 - ☐ For each activity described, include a description of appropriate temporary control measures and the general timing (or sequence) during the construction process that the measures will be implemented.
- 6. ☐ Name the receiving water(s) at or near the site which will be disturbed or which will receive discharges from disturbed areas of the project: _____

Temporary Best Management Practices (TBMPs)

Erosion control examples: tree protection, interceptor swales, level spreaders, outlet stabilization, blankets or matting, mulch, and sod. Sediment control examples: stabilized construction exit, silt fence, filter dikes, rock berms, buffer strips, sediment traps, and sediment basins. Please refer to the Technical Guidance Manual for guidelines and specifications. All structural BMPs must be shown on the site plan.

- 7. ☐ **Attachment D – Temporary Best Management Practices and Measures.** TBMPs and measures will prevent pollution of surface water, groundwater, and stormwater. The construction-phase BMPs for erosion and sediment controls have been designed to retain sediment on site to the extent practicable. The following information is attached:

- ☐ A description of how BMPs and measures will prevent pollution of surface water, groundwater or stormwater that originates upgradient from the site and flows across the site.
 - ☐ A description of how BMPs and measures will prevent pollution of surface water or groundwater that originates on-site or flows off site, including pollution caused by contaminated stormwater runoff from the site.
 - ☐ A description of how BMPs and measures will prevent pollutants from entering surface streams, sensitive features, or the aquifer.
 - ☐ A description of how, to the maximum extent practicable, BMPs and measures will maintain flow to naturally-occurring sensitive features identified in either the geologic assessment, TCEQ inspections, or during excavation, blasting, or construction.
8. ☐ The temporary sealing of a naturally-occurring sensitive feature which accepts recharge to the Edwards Aquifer as a temporary pollution abatement measure during active construction should be avoided.
- ☐ **Attachment E - Request to Temporarily Seal a Feature.** A request to temporarily seal a feature is attached. The request includes justification as to why no reasonable and practicable alternative exists for each feature.
 - ☐ There will be no temporary sealing of naturally-occurring sensitive features on the site.
9. ☐ **Attachment F - Structural Practices.** A description of the structural practices that will be used to divert flows away from exposed soils, to store flows, or to otherwise limit runoff discharge of pollutants from exposed areas of the site is attached. Placement of structural practices in floodplains has been avoided.
10. ☐ **Attachment G - Drainage Area Map.** A drainage area map supporting the following requirements is attached:
- ☐ For areas that will have more than 10 acres within a common drainage area disturbed at one time, a sediment basin will be provided.
 - ☐ For areas that will have more than 10 acres within a common drainage area disturbed at one time, a smaller sediment basin and/or sediment trap(s) will be used.
 - ☐ For areas that will have more than 10 acres within a common drainage area disturbed at one time, a sediment basin or other equivalent controls are not attainable, but other TBMPs and measures will be used in combination to protect down slope and side slope boundaries of the construction area.
 - ☐ There are no areas greater than 10 acres within a common drainage area that will be disturbed at one time. A smaller sediment basin and/or sediment trap(s) will be used in combination with other erosion and sediment controls within each disturbed drainage area.

- ☐ There are no areas greater than 10 acres within a common drainage area that will be disturbed at one time. Erosion and sediment controls other than sediment basins or sediment traps within each disturbed drainage area will be used.
11. ☐ **Attachment H - Temporary Sediment Pond(s) Plans and Calculations.** Temporary sediment pond or basin construction plans and design calculations for a proposed temporary BMP or measure have been prepared by or under the direct supervision of a Texas Licensed Professional Engineer. All construction plans and design information must be signed, sealed, and dated by the Texas Licensed Professional Engineer. Construction plans for the proposed temporary BMPs and measures are attached.
- ☐ N/A
12. ☐ **Attachment I - Inspection and Maintenance for BMPs.** A plan for the inspection of each temporary BMP(s) and measure(s) and for their timely maintenance, repairs, and, if necessary, retrofit is attached. A description of the documentation procedures, recordkeeping practices, and inspection frequency are included in the plan and are specific to the site and/or BMP.
13. ☐ All control measures must be properly selected, installed, and maintained in accordance with the manufacturer's specifications and good engineering practices. If periodic inspections by the applicant or the executive director, or other information indicate a control has been used inappropriately, or incorrectly, the applicant must replace or modify the control for site situations.
14. ☐ If sediment escapes the construction site, off-site accumulations of sediment must be removed at a frequency sufficient to minimize offsite impacts to water quality (e.g., fugitive sediment in street being washed into surface streams or sensitive features by the next rain).
15. ☐ Sediment must be removed from sediment traps or sedimentation ponds not later than when design capacity has been reduced by 50%. A permanent stake will be provided that can indicate when the sediment occupies 50% of the basin volume.
16. ☐ Litter, construction debris, and construction chemicals exposed to stormwater shall be prevented from becoming a pollutant source for stormwater discharges (e.g., screening outfalls, picked up daily).

Soil Stabilization Practices

Examples: establishment of temporary vegetation, establishment of permanent vegetation, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, or preservation of mature vegetation.

17. ☐ **Attachment J - Schedule of Interim and Permanent Soil Stabilization Practices.** A schedule of the interim and permanent soil stabilization practices for the site is attached.

18. ☐ Records must be kept at the site of the dates when major grading activities occur, the dates when construction activities temporarily or permanently cease on a portion of the site, and the dates when stabilization measures are initiated.
19. ☐ Stabilization practices must be initiated as soon as practicable where construction activities have temporarily or permanently ceased.

Administrative Information

20. ☐ All structural controls will be inspected and maintained according to the submitted and approved operation and maintenance plan for the project.
21. ☐ If any geologic or manmade features, such as caves, faults, sinkholes, etc., are discovered, all regulated activities near the feature will be immediately suspended. The appropriate TCEQ Regional Office shall be immediately notified. Regulated activities must cease and not continue until the TCEQ has reviewed and approved the methods proposed to protect the aquifer from any adverse impacts.
22. ☐ Silt fences, diversion berms, and other temporary erosion and sediment controls will be constructed and maintained as appropriate to prevent pollutants from entering sensitive features discovered during construction.

Permanent Stormwater Section
TCEQ-0600

Permanent Stormwater Section

Texas Commission on Environmental Quality

for Regulated Activities on the Edwards Aquifer Recharge Zone and Relating to 30 TAC §213.5(b)(4)(C), (D)(li), (E), and (5), Effective June 1, 1999

To ensure that the application is administratively complete, confirm that all fields in the form are complete, verify that all requested information is provided, consistently reference the same site and contact person in all forms in the application, and ensure forms are signed by the appropriate party.

Note: Including all the information requested in the form and attachments contributes to more streamlined technical reviews.

Signature

To the best of my knowledge, the responses to this form accurately reflect all information requested concerning the proposed regulated activities and methods to protect the Edwards Aquifer. This **Permanent Stormwater Section** is hereby submitted for TCEQ review and executive director approval. The application was prepared by:

Print Name of Customer/Agent: Chad M. Copeland, CAPM

Date: 11/30/2019

Signature of Customer/Agent



Regulated Entity Name: Austin Advanced Technology Center

Permanent Best Management Practices (BMPs)

Permanent best management practices and measures that will be used during and after construction is completed.

1. ☐ Permanent BMPs and measures must be implemented to control the discharge of pollution from regulated activities after the completion of construction.
☐ N/A
2. ☐ These practices and measures have been designed, and will be constructed, operated, and maintained to insure that 80% of the incremental increase in the annual mass loading of total suspended solids (TSS) from the site caused by the regulated activity is removed. These quantities have been calculated in accordance with technical guidance prepared or accepted by the executive director.
☐ The TCEQ Technical Guidance Manual (TGM) was used to design permanent BMPs and measures for this site.

- ☐ A technical guidance other than the TCEQ TGM was used to design permanent BMPs and measures for this site. The complete citation for the technical guidance that was used is: _____
- ☐ N/A
3. ☐ Owners must insure that permanent BMPs and measures are constructed and function as designed. A Texas Licensed Professional Engineer must certify in writing that the permanent BMPs or measures were constructed as designed. The certification letter must be submitted to the appropriate regional office within 30 days of site completion.
- ☐ N/A
4. Where a site is used for low density single-family residential development and has 20 % or less impervious cover, other permanent BMPs are not required. This exemption from permanent BMPs must be recorded in the county deed records, with a notice that if the percent impervious cover increases above 20% or land use changes, the exemption for the whole site as described in the property boundaries required by 30 TAC §213.4(g) (relating to Application Processing and Approval), may no longer apply and the property owner must notify the appropriate regional office of these changes.
- ☐ The site will be used for low density single-family residential development and has 20% or less impervious cover.
- ☐ The site will be used for low density single-family residential development but has more than 20% impervious cover.
- ☐ The site will not be used for low density single-family residential development.
5. The executive director may waive the requirement for other permanent BMPs for multi-family residential developments, schools, or small business sites where 20% or less impervious cover is used at the site. This exemption from permanent BMPs must be recorded in the county deed records, with a notice that if the percent impervious cover increases above 20% or land use changes, the exemption for the whole site as described in the property boundaries required by 30 TAC §213.4(g) (relating to Application Processing and Approval), may no longer apply and the property owner must notify the appropriate regional office of these changes.
- ☐ **Attachment A - 20% or Less Impervious Cover Waiver.** The site will be used for multi-family residential developments, schools, or small business sites and has 20% or less impervious cover. A request to waive the requirements for other permanent BMPs and measures is attached.
- ☐ The site will be used for multi-family residential developments, schools, or small business sites but has more than 20% impervious cover.
- ☐ The site will not be used for multi-family residential developments, schools, or small business sites.
6. ☐ **Attachment B - BMPs for Upgradient Stormwater.**

- ☐ A description of the BMPs and measures that will be used to prevent pollution of surface water, groundwater, or stormwater that originates upgradient from the site and flows across the site is attached.
 - ☐ No surface water, groundwater or stormwater originates upgradient from the site and flows across the site, and an explanation is attached.
 - ☐ Permanent BMPs or measures are not required to prevent pollution of surface water, groundwater, or stormwater that originates upgradient from the site and flows across the site, and an explanation is attached.
7. ☐ **Attachment C - BMPs for On-site Stormwater.**
- ☐ A description of the BMPs and measures that will be used to prevent pollution of surface water or groundwater that originates on-site or flows off the site, including pollution caused by contaminated stormwater runoff from the site is attached.
 - ☐ Permanent BMPs or measures are not required to prevent pollution of surface water or groundwater that originates on-site or flows off the site, including pollution caused by contaminated stormwater runoff, and an explanation is attached.
8. ☐ **Attachment D - BMPs for Surface Streams.** A description of the BMPs and measures that prevent pollutants from entering surface streams, sensitive features, or the aquifer is attached. Each feature identified in the Geologic Assessment as sensitive has been addressed.
- ☐ N/A
9. ☐ The applicant understands that to the extent practicable, BMPs and measures must maintain flow to naturally occurring sensitive features identified in either the geologic assessment, executive director review, or during excavation, blasting, or construction.
- ☐ The permanent sealing of or diversion of flow from a naturally-occurring sensitive feature that accepts recharge to the Edwards Aquifer as a permanent pollution abatement measure has not been proposed.
 - ☐ **Attachment E - Request to Seal Features.** A request to seal a naturally-occurring sensitive feature, that includes, for each feature, a justification as to why no reasonable and practicable alternative exists, is attached.
10. ☐ **Attachment F - Construction Plans.** All construction plans and design calculations for the proposed permanent BMP(s) and measures have been prepared by or under the direct supervision of a Texas Licensed Professional Engineer, and are signed, sealed, and dated. The plans are attached and, if applicable include:
- ☐ Design calculations (TSS removal calculations)
 - ☐ TCEQ construction notes
 - ☐ All geologic features
 - ☐ All proposed structural BMP(s) plans and specifications
- ☐ N/A

11. ☐ **Attachment G - Inspection, Maintenance, Repair and Retrofit Plan.** A plan for the inspection, maintenance, repairs, and, if necessary, retrofit of the permanent BMPs and measures is attached. The plan includes all of the following:
- ☐ Prepared and certified by the engineer designing the permanent BMPs and measures
 - ☐ Signed by the owner or responsible party
 - ☐ Procedures for documenting inspections, maintenance, repairs, and, if necessary retrofit
 - ☐ A discussion of record keeping procedures
- ☐ N/A
12. ☐ **Attachment H - Pilot-Scale Field Testing Plan.** Pilot studies for BMPs that are not recognized by the Executive Director require prior approval from the TCEQ. A plan for pilot-scale field testing is attached.
- ☐ N/A
13. ☐ **Attachment I - Measures for Minimizing Surface Stream Contamination.** A description of the measures that will be used to avoid or minimize surface stream contamination and changes in the way in which water enters a stream as a result of the construction and development is attached. The measures address increased stream flashing, the creation of stronger flows and in-stream velocities, and other in-stream effects caused by the regulated activity, which increase erosion that results in water quality degradation.
- ☐ N/A

Responsibility for Maintenance of Permanent BMP(s)

Responsibility for maintenance of best management practices and measures after construction is complete.

14. ☐ The applicant is responsible for maintaining the permanent BMPs after construction until such time as the maintenance obligation is either assumed in writing by another entity having ownership or control of the property (such as without limitation, an owner's association, a new property owner or lessee, a district, or municipality) or the ownership of the property is transferred to the entity. Such entity shall then be responsible for maintenance until another entity assumes such obligations in writing or ownership is transferred.
- ☐ N/A
15. ☐ A copy of the transfer of responsibility must be filed with the executive director at the appropriate regional office within 30 days of the transfer if the site is for use as a multiple single-family residential development, a multi-family residential development, or a non-residential development such as commercial, industrial, institutional, schools, and other sites where regulated activities occur.
- ☐ N/A

Agent Authorization
TCEQ-0599

Agent Authorization Form
For Required Signature
Edwards Aquifer Protection Program
Relating to 30 TAC Chapter 213
Effective June 1, 1999

I Vanessa M. Vercher
Print Name

Asst. Property Manager
Title - Owner/President/Other

of Sage Monterey Oaks, LTD
Corporation/Partnership/Entity Name

have authorized Dennis Launarey - Facilities Manager
Print Name of Agent/Engineer

of Accenture LLP
Print Name of Firm

to represent and act on the behalf of the above named Corporation, Partnership, or Entity for the purpose of preparing and submitting this plan application to the Texas Commission on Environmental Quality (TCEQ) for the review and approval consideration of regulated activities.

I also understand that:

1. The applicant is responsible for compliance with 30 Texas Administrative Code Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorized to assess administrative penalties of up to \$10,000 per day per violation.
2. For those submitting an application who are not the property owner, but who have the right to control and possess the property, additional authorization is required from the owner.
3. Application fees are due and payable at the time the application is submitted. The application fee must be sent to the TCEQ cashier or to the appropriate regional office. The application will not be considered until the correct fee is received by the commission.
4. A notarized copy of the Agent Authorization Form must be provided for the person preparing the application, and this form must accompany the completed application.
5. No person shall commence any regulated activity on the Edwards Aquifer Recharge Zone, Contributing Zone or Transition Zone until the appropriate application for the activity has been filed with and approved by the Executive Director.

SIGNATURE PAGE:

Vanessa M. Verden
Applicant's Signature

1-22-19
Date

THE STATE OF Texas §

County of Tavis §

BEFORE ME, the undersigned authority, on this day personally appeared Vanessa M. Verden known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office on this 22 day of January 2019.



Graham Moore
NOTARY PUBLIC
Typed or Printed Name of Notary

MY COMMISSION EXPIRES: 4-24-2020

Agent Authorization Form
For Required Signature
Edwards Aquifer Protection Program
Relating to 30 TAC Chapter 213
Effective June 1, 1999

I DENNIS LAUNAREY
Print Name

FACILITIES MANAGER
Title - Owner/President/Other

of ACCENTURE LLP
Corporation/Partnership/Entity Name

have authorized Chad M. Copeland, CAPM
Print Name of Agent/Engineer

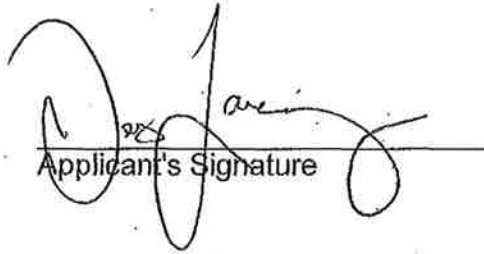
of Ranger Environmental Services, Inc.
Print Name of Firm

to represent and act on the behalf of the above named Corporation, Partnership, or Entity for the purpose of preparing and submitting this plan application to the Texas Commission on Environmental Quality (TCEQ) for the review and approval consideration of regulated activities.

I also understand that:

1. The applicant is responsible for compliance with 30 Texas Administrative Code Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorized to assess administrative penalties of up to \$10,000 per day per violation.
2. For those submitting an application who are not the property owner, but who have the right to control and possess the property, additional authorization is required from the owner.
3. Application fees are due and payable at the time the application is submitted. The application fee must be sent to the TCEQ cashier or to the appropriate regional office. The application will not be considered until the correct fee is received by the commission.
4. A notarized copy of the Agent Authorization Form must be provided for the person preparing the application, and this form must accompany the completed application.
5. No person shall commence any regulated activity on the Edwards Aquifer Recharge Zone, Contributing Zone or Transition Zone until the appropriate application for the activity has been filed with and approved by the Executive Director.

SIGNATURE PAGE:


Applicant's Signature

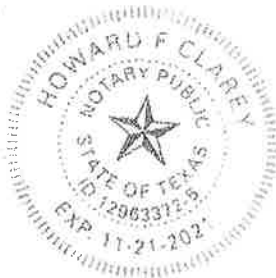
01/23/2019
Date

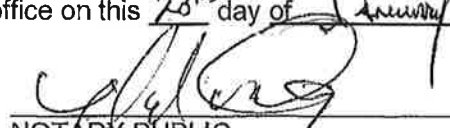
THE STATE OF TEXAS §

County of FRANKS §

BEFORE ME, the undersigned authority, on this day personally appeared DENNIS WAYNE LAKIN known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office on this 28th day of January, 2019.




NOTARY PUBLIC

Howard F. Clardy
Typed or Printed Name of Notary

MY COMMISSION EXPIRES: 11/21/2021

Application Fee Form
TCEQ-0574

Application Fee Form

Texas Commission on Environmental Quality

Name of Proposed Regulated Entity: Austin Advanced Technology Center

Regulated Entity Location: 5700 S. MoPac Expressway, Austin, Texas 78746 Bldg E

Name of Customer: Accenture, LLP

Contact Person: Mr. Dennis Launarey

Phone: 512-217-2570

Customer Reference Number (if issued): CN 603102930

Regulated Entity Reference Number (if issued): RN 102761855

Austin Regional Office (3373)

☐ Hays

☒ Travis

☐ Williamson

San Antonio Regional Office (3362)

☐ Bexar

☐ Medina

☐ Uvalde

☐ Comal

☐ Kinney

Application fees must be paid by check, certified check, or money order, payable to the **Texas Commission on Environmental Quality**. Your canceled check will serve as your receipt. **This form must be submitted with your fee payment.** This payment is being submitted to:

☒ Austin Regional Office

☐ San Antonio Regional Office

☐ Mailed to: TCEQ - Cashier

☐ Overnight Delivery to: TCEQ - Cashier

Revenues Section

Mail Code 214

P.O. Box 13088

Austin, TX 78711-3088

12100 Park 35 Circle

Building A, 3rd Floor

Austin, TX 78753

(512)239-0357

Site Location (Check All That Apply):

☒ Recharge Zone

☐ Contributing Zone

☐ Transition Zone

Type of Plan	Size	Fee Due
Water Pollution Abatement Plan, Contributing Zone Plan: One Single Family Residential Dwelling	Acres	\$
Water Pollution Abatement Plan, Contributing Zone Plan: Multiple Single Family Residential and Parks	Acres	\$
Water Pollution Abatement Plan, Contributing Zone Plan: Non-residential	Acres	\$
Sewage Collection System	L.F.	\$
Lift Stations without sewer lines	Acres	\$
Underground or Aboveground Storage Tank Facility	1 Tanks	\$ 650
Piping System(s)(only)	Each	\$
Exception	Each	\$
Extension of Time	Each	\$

Signature: _____



Date: _____

Application Fee Schedule

Texas Commission on Environmental Quality

Edwards Aquifer Protection Program 30 TAC Chapter 213 (effective 05/01/2008)

Water Pollution Abatement Plans and Modifications

Contributing Zone Plans and Modifications

<i>Project</i>	<i>Project Area in Acres</i>	<i>Fee</i>
One Single Family Residential Dwelling	< 5	\$650
Multiple Single Family Residential and Parks	< 5	\$1,500
	5 < 10	\$3,000
	10 < 40	\$4,000
	40 < 100	\$6,500
	100 < 500	\$8,000
	≥ 500	\$10,000
Non-residential (Commercial, industrial, institutional, multi-family residential, schools, and other sites where regulated activities will occur)	< 1	\$3,000
	1 < 5	\$4,000
	5 < 10	\$5,000
	10 < 40	\$6,500
	40 < 100	\$8,000
	≥ 100	\$10,000

Organized Sewage Collection Systems and Modifications

<i>Project</i>	<i>Cost per Linear Foot</i>	<i>Minimum Fee- Maximum Fee</i>
Sewage Collection Systems	\$0.50	\$650 - \$6,500

Underground and Aboveground Storage Tank System Facility Plans and Modifications

<i>Project</i>	<i>Cost per Tank or Piping System</i>	<i>Minimum Fee- Maximum Fee</i>
Underground and Aboveground Storage Tank Facility	\$650	\$650 - \$6,500

Exception Requests

<i>Project</i>	<i>Fee</i>
Exception Request	\$500

Extension of Time Requests

<i>Project</i>	<i>Fee</i>
Extension of Time Request	\$150

Core Data Form
TCEQ-10400



TCEQ Use Only

TCEQ Core Data Form

For detailed instructions regarding completion of this form, please read the Core Data Form Instructions or call 512-239-5175.

SECTION I: General Information

1. Reason for Submission (If other is checked please describe in space provided.)		
<input checked="" type="checkbox"/> New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.)		
<input type="checkbox"/> Renewal (Core Data Form should be submitted with the renewal form)	<input type="checkbox"/> Other	
2. Customer Reference Number (if issued)	Follow this link to search for CN or RN numbers in Central Registry**	3. Regulated Entity Reference Number (if issued)
CN 603102930		RN 102761855

SECTION II: Customer Information

4. General Customer Information		5. Effective Date for Customer Information Updates (mm/dd/yyyy)		01/30/2019	
<input checked="" type="checkbox"/> New Customer <input type="checkbox"/> Update to Customer Information <input type="checkbox"/> Change in Regulated Entity Ownership					
<input type="checkbox"/> Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)					
The Customer Name submitted here may be updated automatically based on what is current and active with the Texas Secretary of State (SOS) or Texas Comptroller of Public Accounts (CPA).					
6. Customer Legal Name (If an individual, print last name first: eg: Doe, John) <i>If new Customer, enter previous Customer below:</i>					
Accenture LLP					
7. TX SOS/CPA Filing Number		8. TX State Tax ID (11 digits)		9. Federal Tax ID (9 digits)	
801674906		17205429040		72-0542904	
10. DUNS Number (if applicable)					
11. Type of Customer: <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership: <input type="checkbox"/> General <input checked="" type="checkbox"/> Limited					
Government: <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Other <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Other:					
12. Number of Employees <input type="checkbox"/> 0-20 <input type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input checked="" type="checkbox"/> 501 and higher					
13. Independently Owned and Operated? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
14. Customer Role (Proposed or Actual) – as it relates to the Regulated Entity listed on this form. Please check one of the following:					
<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Operator <input type="checkbox"/> Owner & Operator					
<input type="checkbox"/> Occupational Licensee <input type="checkbox"/> Responsible Party <input type="checkbox"/> Voluntary Cleanup Applicant <input type="checkbox"/> Other:					
15. Mailing Address: 1501 S. MoPac #300					
City		Austin		State	Tx
ZIP		78746		ZIP + 4	
16. Country Mailing Information (if outside USA)					
17. E-Mail Address (if applicable)					
18. Telephone Number (512) 732-5300					
19. Extension or Code					
20. Fax Number (if applicable)					

SECTION III: Regulated Entity Information

21. General Regulated Entity Information (If "New Regulated Entity" is selected below this form should be accompanied by a permit application)	
<input checked="" type="checkbox"/> New Regulated Entity <input type="checkbox"/> Update to Regulated Entity Name <input type="checkbox"/> Update to Regulated Entity Information	
The Regulated Entity Name submitted may be updated in order to meet TCEQ Agency Data Standards (removal of organizational endings such as Inc, LP, or LLC.)	
22. Regulated Entity Name (Enter name of the site where the regulated action is taking place.)	
Austin Advanced Technology Center	

23. Street Address of the Regulated Entity: (No PO Boxes)		5700 So Mopac Expressway							
24. County		City	Austin	State	TX	ZIP	78749	ZIP + 4	
Enter Physical Location Description If no street address is provided.									
25. Description to Physical Location:									
26. Nearest City		Austin				State		Nearest ZIP Code	
		Texas						78749	
27. Latitude (N) In Decimal:		30.2299			28. Longitude (W) In Decimal:		-97.8303		
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds				
30	13	47.58	97	49	48.73				
29. Primary SIC Code (4 digits)		30. Secondary SIC Code (4 digits)		31. Primary NAICS Code (5 or 6 digits)		32. Secondary NAICS Code (5 or 6 digits)			
7374		7371		511210		541511			
33. What is the Primary Business of this entity? (Do not repeat the SIC or NAICS description.)									
Insurance filing software									
34. Mailing Address:									
		City	Austin	State	TX	ZIP	78749	ZIP + 4	
35. E-Mail Address:									
36. Telephone Number			37. Extension or Code			38. Fax Number (if applicable)			
(512) 597-5000						() -			

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form. See the Core Data Form instructions for additional guidance.

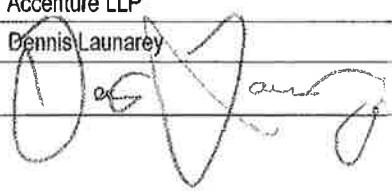
<input type="checkbox"/> Dam Safety	<input type="checkbox"/> Districts	<input checked="" type="checkbox"/> Edwards Aquifer	<input type="checkbox"/> Emissions Inventory Air	<input type="checkbox"/> Industrial Hazardous Waste
<input type="checkbox"/> Municipal Solid Waste	<input type="checkbox"/> New Source Review Air	<input type="checkbox"/> OSSF	<input checked="" type="checkbox"/> Petroleum Storage Tank	<input type="checkbox"/> PWS
<input type="checkbox"/> Sludge	<input type="checkbox"/> Storm Water	<input type="checkbox"/> Title V Air	<input type="checkbox"/> Tires	<input type="checkbox"/> Used Oil
<input type="checkbox"/> Voluntary Cleanup	<input type="checkbox"/> Waste Water	<input type="checkbox"/> Wastewater Agriculture	<input type="checkbox"/> Water Rights	<input type="checkbox"/> Other:

SECTION IV: Preparer Information

40. Name:	Dennis Launarey	41. Title:	Facilities Manager
42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address
(512) 217-2570		() -	dennis.w.launarey@accenture.com

SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 6 and/or as required for the updates to the ID numbers identified in field 39.

Company:	Accenture LLP	Job Title:	Facilities Manager
Name(In Print) :	Dennis Launarey	Phone:	(512) 217-2570
Signature:		Date:	1/24/2019